BANGALORE WATER SUPPLY AND

SEWERAGE BOARD

5th Floor, Cauvery Bhavan "D" Block,
K.G. Road, Bangalore 560009

Work of Comprehensive Operation and Maintenance of 90 MLD STP at Bellandur for the period of 5 years.

(Through Karnataka Public Procurement Portal only)

https://wwwkppp.gov.in

Office of the Chief Engineer (Waste Water Management-East)
BANGALORE WATER SUPPLY & SEWERAGE BOARD
5th Floor, Cauvery Bhavan D-Block,
K.G. Road, Bangalore 560009
Telephone – 080-22945106

TENDER REFERENCE :	:	BWSSBCE(WWM-E)/DCE(WWM-E&W)/TA-1/982 /2025-26 Dt:28/10/2025
NAME OF THE WORK	:	**Work of Comprehensive Operation and Maintenance of 90 MLD STP at Bellandur for the period of 5 years.**
LAST DATE AND TIME FOR RECEIPT OF TENDERS	:	29/11/2025 at 16:00 hrs

TIME AND DATE OF OPENING OF TECHNICAL TENDERS	:	02/12/2025 at 17:00 hrs
PLACE OF OPENING OF TECHNICAL TENDERS	:	Office of The Chief Engineer (Waste Water Management-East) Bangalore Water Supply & Sewerage Board, 5th Floor, Cauvery Bhavan D-Block, K.G. Road, Bangalore 560009
TIME AND DATE OF OPENING OF PRICE TENDERS	:	Will be intimated to the qualified tenderers
PLACE OF OPENING OF PRICE TENDER	:	Will be intimated to the qualified tenderers
ADDRESS FOR COMMUNICATION	:	Office of The Chief Engineer (Waste Water Management-East) Bangalore Water Supply & Sewerage Board, 5th Floor, Cauvery Bhavan D-Block, K.G. Road, Bangalore 560009

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BANGALORE WATER SUPPLY AND SEWERAGE BOARD
Office of The Chief Engineer (Waste Water Management)
5thFloor, Cauvery Bhavan, K.G. Road, Bangalore-560009

INVITATION FOR TENDER

(ONLY THROUGH KARNATAKA PUBLIC PROCUREMENT PORTAL)

IFT No.: BWSSB/CE(WWM-E)/DCE(WWM-E&W)/TA-1/982/2025-26 Dt:28-10-2025

SECTION 1

INVITATION FOR TENDER

The **Chief Engineer(Waste Water Management-E)** invites tenders from eligibletenderers for the **Work of Comprehensive Operation and Maintenance of 90 MLD STP at Bellandur for the period of 5 years.**detailed in the table below. Tenderers are requested to submit their tender, EMD, and details of their capability to undertake the tender (as detailed in ITT Clause-) in the Karnataka Karnataka Public Procurement Portal. Price tender will be opened only if the Tenderer is found to be qualified to execute the tendered works. Tenderers are advised to note the minimum qualification criteria specified in clause 3 of the Instructions to Tenderers to qualify for award of the contract.

1. Tender documents may be downloaded through Karnataka Public Procurement Portal www.kppp.gov.in website only from **31.10.2025 to 29.11.2025.** Interested Tenderers may obtain further information by accessing the same website.
2. Tenders must be accompanied by Earnest Money Deposit specified for the work in the Table below. EMD will have to be in any one of the forms as specified in the Tender document and shall have to be valid for **45**days beyond the validity of the tender.
3. The last date and time for receipt of tenders in the Electronic Tender Box in website (www.kppp.gov.in) is **29.11.2025 up to 16:00 hrs**. The technical bids will be opened **on 02.12.2025 at 17:00hrs**. If the bid-opening day remains as public holiday, bids will be opened on the next working day at the original stipulated time.
4. Other details can be seen in the tender documents

Sl. No	Name of the work	Tender processi	Amount put to	Bid securit	Period of	Eligibility criteria during last 5 years (2020-21, 2021-

		ng fee	tender Rs. (approx)	y Rs. (EMD 1% of APT excluding GST)	compl etion	22,2022-23, 2023-24,2024-25)	
						Financial Turnover (in all classes of Civil Engg. Construction works) for any of the two years during the last five years	Performance and work Qualification
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1	Work of Comprehensive Operation and Maintenance of 90 MLD STP at Bellandur for the period of 5 years.	As per Karnataka Public Procurement portal.	**Rs.1471.34 Lakhs (excluding GST @18%)**	**15.00 lakhs**	**60 months**	**Rs.694.47 lakhs**	The tenderer as prime or lead contractor, in any one year should have satisfactorily completed i) As a Prime or lead Contractor, the tenderer should have satisfactorily completed at least one similar work of Operation and Maintenance of Sewage Treatment Plant based on Activated Sludge Process of value not less than **Rs.868.09**

							lakh. ii) The tenderer should have executed in any one year Operational & maintenance of minimum 72 MLD capacity STP based on Activated Sludge Process. iii)The tenderer should have executed operation and maintenance of 72 MLD capacity STP Activated Sludge Process in the last five financial years meeting following effluent parameters as per Hon'ble National Green Tribunal norms for minimum one year. pH- instantaneous range = 6.5-9, BOD_5 = 10 mg/L, at 20°C

							COD = 50mg/L, TSS = 10mg/L, Total Nitrogen =10mg/L, Total Phosphorous=1 mg/L, Fecal Coliform =230 MPN/100mL. iv) As a Prime Contractor should have O&M Experience of 72 MLD STP with Tertiary Treatment Unit/ Additional Treatment Unit i.e., Disc Filtration / Ultra Filtration/ Membrane Bio Reactor/ Sand filter of minimum One year. v) The tenderer should demonstrate Liquid assets and /or availability of credit facilities of not less than **Rs.86.81 lakhs** (Credit lines/letter of

							credit/certificates from Nationalized / Schedule banks in India for meeting the fund requirement etc.,)

NOTE: 1.a. The amount put to tender Rs.1471.34 Lakhs is Excluding GST at 18% and the bidder should quote for the amount.

b.The GST amount is of Rs.264.84Lakhs

2.The financial bid evaluation will be based on 1(a) of above Note

5. EMD shall be paid through OTC, NEFT, DEBIT CARD & CREDIT CARD through Karnataka Public Procurement Portal Only. The value of the Bid Security / EMD is as mentioned in the table above in column no 5.
6. Tenderers can access tender documents from www.kppp.gov.in website only and upload the required details; those are mentioned in different sections in the bid document in to electronic tender on the website. Scanned documents those are required to be furnished as per Section 2, 3 & 4 of the bid document shall be submitted through Karnataka Public Procurement Portal.
7. The Tender processing fee once paid will not be refunded.
8. The successful Tenderer would be required to furnish the performance Bank Guaranteefrom a Nationalized / Scheduled Indian Bank, with jurisdiction at Bangalore as specified, towards guarantee for completion of work within the stipulated period as mentioned in tender document.
9. Applications / requisitions from joint venture Firms are not acceptable.
10. Bangalore Water Supply and Sewerage Board (BWSSB) reserves the right to cancel or annul the entire or part of this process of invitation at any time without assigning any reasons.
11. For any additional information regarding the above tender, the firms who are interested to quote, may contact office of the undersigned at the office address given below on all working days during office hours (10:30hours to 17:00 hours).

Bangalore Water Supply & Sewerage Board
Office of Chief Engineer (Waste Water Management-E)
5th Floor, Cauvery Bhavan,
K.G.Road, Bangalore.
Telefax:080-22945106

12. Tenderers shall submit offers that comply with the requirements of the bid document.

Corrigendum / Modification / Corrections, if any will be published in the website only.

Sd/-
Chief Engineer
(Waste Water Management-E)

SECTION 2:

INSTRUCTIONS TO TENDERERS (ITT)

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A. General

1. Scope of Tender

1.1 The **Chief Engineer (WWM-E),**(Referred to as Employer in these documents) invites tenders following Two Stage Karnataka Public Procurement Portal procedure, from eligible Tenderers**Work of Comprehensive Operation and Maintenance of 90 MLD STP at Bellandur for the period of 5 years.** (as defined in these documents and referred to as "the work") detailed in the Table given in the Invitation for Tenders (IFT).

2. **Eligible Tenderers**

2.1 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Karnataka

2.2 Tenders from Joint ventures are not acceptable.

3. Qualification of the Tenderer:

The tenderer as prime or lead contractor, in any one year should have satisfactorily completed

i) The tenderer should have satisfactorily completed at least one similar work of Operation and Maintenance of Sewage Treatment Plant based on Activated Sludge Process of value not less than **Rs.868.09 lakh**.

ii) The tenderer should have executed in any one year Operational & maintenance of minimum 72 MLD capacity STP based on Activated Sludge Process.

iii)The tenderer should have executed operation and maintenance of 72 MLD capacity STP Activated Sludge Process in the last five financial years meeting following effluent parameters as per Hon'ble National Green Tribunal norms for minimum one year.

pH-instantaneous range = 6.5-9,

BOD_5 at 20°C = 10 mg/L,
COD = 50mg/L,
TSS = 10mg/L,
Total Nitrogen =10mg/L,
Total Phosphorous=1mg/L,
Fecal Coliform =230 MPN/100mL.

iv) The tenderer should have O&M Experience of 72 MLD STP with Tertiary Treatment Unit/ Additional Treatment Unit i.e., Disc Filtration / Ultra Filtration/ Membrane Bio Reactor/ Sand filter of minimum One year.

3.1 All Tenderers shall provide the requested information accurately and in sufficient detail in Section 3: Qualification information.

3.2 To qualify for award of this contract, each Tenderer in its name should have in the last five years i.e. 2020-21 to 2024-25)

3.3 Each Tenderer should further demonstrate:

a. DELETED

b. Liquid assets and /or availability of credit facilities of no less than **Rs. 86.81 lakh** (Credit lines/letter of credit/certificates from Nationalized / Schedule banks in India for meeting the fund requirement etc.)

3.4 To qualify for a package of contracts made up of this and other contracts for which tenders are invited in this IFT, the tenderer must demonstrate having experience and resources to meet the aggregate of the qualifying criteria for the individual contracts.

3.5 Sub-contractors experience and resources shall not be taken into account in determining the Tenderers compliance with the qualifying criteria except to the extent stated in 3.2 above.

3.6 Tenderers who meet the above specified minimum qualifying criteria, will only be qualified, if their available tender capacity is more than the total tender value. The available tender capacity will be calculated as under:

Assessed available tender capacity = (A*N*1.5 - B)>= >= Rs.1736.18 Lakh (Amount put to tender including GST@18%)

where

A = Maximum value of civil engineering works executed in any one year during the last five years (updated to 2025-26price level at 10% per year) taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of the works for which tenders are invited.

B = Value, at 2025-26 price level, of existing commitments and on-going works to be completed during the next **60** months**.**

Note: The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Employer in charge, not below the rank of an Executive Engineer or equivalent.

3.7 Even though the Tenderers meet the above criteria, they are subject to be disqualified if they have:

- made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or
- participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification.

4. One Tender per Tenderer:

4.1 Each tenderer shall submit only one tender for one package. A tenderer who submits or participates in more than one tender (other than as a sub-contractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Tenderer's participation to be disqualified.

5. Cost of Tendering:

5.1 The tenderer shall bear all costs associated with the preparation and submission
of his tender, and the Employer will in no case be responsible and liable for those costs.

6. Site visit:

6.1 The Tenderer at his own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Tender and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Tenderers own expense.

B. Tender documents

7. Content of Tender documents

7.1 The set of tender documents shall have all the Sections given in Page 2:

7.2 Both sets should be completed and uploaded with the tender.

8. Clarification of Tender Documents

8.1 A prospective tenderer requiring any clarification of the tender documents may notify the Employer by posting on the website (Karnataka Public procurement→Mytenders→action→queries). No identity of the participating tenderer shall be mentioned in the query. All queries & replies can be viewed by all participating tenderers.

8.2 Pre-tender meeting: ***Deleted***

9. Amendment of Tender documents

9.1 Before the deadline for submission of tenders, the Employer may modify the tender documents by issuing addenda.

9.2 Any addendum thus issued shall be part of the tender documents and shall be posted on the Karnataka Public Procurement website for viewing by all the purchasers of the tender documents.

9.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend as necessary the deadline for submission of tenders, in accordance with Sub-Clause 16.2 below.

C. Preparation of Tenders

10. Documents comprising the Tender

10.1.1 The tender submitted in the Karnataka Public Procurement Portal by the Tenderer shall contain the documents as follows:

a) Scanned copy of Earnest Money Deposit.
b) The form of Tender (in the format indicated in Section 4)
c) Scanned copies of the certificates supporting the Qualification as in Section 3. Any other materials required to be completed and submitted by Tenderers in accordance with these instructions. The documents listed under Sections 3, 4, 6, and 9 shall be filled in without exception. PHOTOCOPIES OF THE DOCUMENTS SHOULD BE NOTARISED.

10.1.2 Rates for the Bill of Quantities (Section 9) shall be quoted at the provision made in the Karnataka Public Procurement website Portal.

10.2 Tenderers submitting tenders together with other contracts stated in the IFT to form a package will so indicate in the tender together with any discounts offered for the award of more than one contract.

11. Tender prices

11.1 The contract shall be for the whole work as described in Sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Tenderer.

11.2 The Tenderer shall fill in the unit rates in figures for all items of the Works described in the Bill of Quantities. The system will automatically calculate the amount of that item as well as the total Tender value. ***Items for which no rate is entered by the Tenderer will not be paid for by the Employer when executed and shall be deemed covered by the other rates in the Bill of Quantities***

11.3 The Tendrer Quote the rate excluding GST.

11.4 DELETED

12. Tender validity

12.1 Tenders shall remain valid for a period not less than **ninety days** after the deadline date for tender submission specified in Clause 16. A tender valid for a shorter period shall be rejected by the Employer as non-responsive.

12.2 In exceptional circumstances, prior to the expiry of the original time limit, the Employer may request that the Tenderers may extend the period of validity for a specified additional period. The request and the Tenderers responses shall be made in writing or e-mail. A Tenderer may refuse the request without forfeiting his earnest money deposit. A Tenderer agreeing to the request will not be required or permitted to modify

his tender, but will be required to extend the validity of his earnest money deposit for a period of the extension, and in compliance with Clause 13 in all respects.

13. Earnest money deposit

13.1 Earnest Money Deposit shall be paid through the Karnataka Public Procurement Portal only using any of the following four modes.

i. Credit Card (Online Payment)
ii. Direct Debit Using Internet Banking (Online Payment)
iii. Remittance at the Bank Counter - Challan (Offline Payment)
iv. NEFT (Offline payment).

13.2 Instruments having fixed validity issued as earnest money deposits for the tender shall be valid for 45 days beyond the validity of the tender.

13.3 Any tender not accompanied by an acceptable earnest money deposit and not secured as indicated in Sub-Clauses 13.1 and 13.2 above shall be rejected by the Employer as non-responsive.

13.4 The earnest money deposit of unsuccessful Tenderers will be returned within 30 days of the end of the tender validity period specified in Sub-Clause 12.1.

13.5 The earnest money deposit of the successful Tenderer will be discharged when the Tenderer has signed the Agreement and furnished the required Performance Security.

13.6 The Earnest money deposit may be forfeited:

a) if the Tenderer withdraws the Tender after tender opening during the period of tender validity;
b) if the Tenderer does not accept the correction of the Tender Price, pursuant to Clause 24; or
c) in the case of a successful Tenderer, if the Tenderer fails within the specified time limit to
   (i) Sign the Agreement; or
   (ii) Furnish the required Security deposit

14. Format and signing of Tender

14.1 The completed tender comprising of documents indicated in ITT 10, should be uploaded to the Karnataka Public Procurement website along with

scanned copies of requisite certificates that are mentioned in different sections in the bid document and scanned copy of tender Security / EMD.

14.2 All the documents should be uploaded to the Karnataka Public Procurement website. The tenderer should take a printout of the Form of Tender in Section 4 of the tender document on company letterhead and should sign, stamp, and upload the same to the tender. The authenticity of the singing authority shall be furnished. With this, it is taken that the tenderer has signed & submitted the tender.

14.3 The Tender shall contain no alterations or additions, except those to comply with instructions issued by the Employer.

D. Submission of Tenders

15. Up-loading & submission of tenders

15.1 The tenders should be uploaded only through the Karnataka Public Procurement Website. Tender should contain

A. Technical Tender consisting of the following:

a. All the documents with required details in the prescribed format; those are mentioned in different sections in the Tender. Form of Tender, etc., shall be downloaded, filled with required details, signed, scanned& uploaded to the Karnataka Public Procurement Portal (www.kppp.gov.in)

b. The above documents along with notarized copies of documentary evidence as indicated in Section—2 of ITT, Section-3 Qualification information &Section 4 Forms of Tender shall be scanned and uploaded to the website compulsorily, failing which tender will be rejected in view of incomplete tender document and

B. Financial Tender consisting of Bill of Quantities

15.1 All rates for the items in the Schedule shall be posted in the work template provided in the tender document. Rates shall be entered in figures only.

15.2 DELETED

15.3 BID Reference Number will be automatically generated by the server.

15.4 DELETED

16. Deadline for submission of the Tenders

16.1 DELETED.

16.2 The Employer may extend the deadline for submission of tenders by issuing an amendment in accordance with Clause 9, in which case all rights

and obligations of the Employer and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

17. Late Tenders

17.1 The software of the Karnataka Public Procurement website system will not allow the Tenderer to upload the documents after the expiration of the stipulated date & time of Bid submission. The Tenderer shall refer to the server time, which will be displayed in the Karnataka Public Procurement Portal. BWSSB will not be responsible for non-receipt of bids on the stipulated date & time prescribed in clause 16, due to Internet Problems, improper uploading, or any other related problems. In case of connectivity problems, Tenderer may contact the Helpdesk of the Karnataka Public Procurement Portal service provider and may also draw the attention of the tender inviting authority.

18. Modification and Withdrawal of Tenders

18.1 Tenderers may “modify” and “withdraw” their tenders multiple numbers of times, until the deadline for submission of tenders by operating the relevant provision made in Karnataka Public Procurement Portal. If the Tenderer withdraws the tender before the deadline for submission of tenders and later if he is interested in submitting the tender once again, may do so within the stipulated date & time as mentioned in Clause 16. In this case within the stipulated date & time, the tenderer can once again submit the requisition to the officer inviting tenders for access to the withdrawn tender document for resubmission. For this tenderer need not make any additional payment towards the cost of the tender document.Communication of modification/withdrawal by other means will not be accepted.

18.2 DELETED

18.3 No Tender may be modified after the deadline for submission of Tender.

18.4 Withdrawal or modification of a Tender between the deadline for submission of Tenders and the expiration of the original period of Tender validity specified in Clause 12.1 above or as extended pursuant to Clause 12.2 may result in the forfeiture of the earnest money deposit pursuant to Clause 13.

18.5 DELETED

E. <u>Tender opening and evaluation</u>

19. Opening of Technical Bid of Tenders and evaluation to determine qualified Tenderers:

19.1 The Employer will open the Technical details of all the Tenders received (except those withdrawn), including modifications made pursuant to Clause 18, in the presence of the Tenderers or their representatives who choose to

attend at the Employer’s office mentioned in the earlier part at 16:00 hours on the date and the place specified. In the event of the specified date of Tender opening being declared a holiday for the Employer, the Tenders will be opened at the appointed time and location on the next working day.

19.2 WITHDRAWAL proposal submitted pursuant to clause 18 shall be read out first and their bids shall not be opened.

19.3 The Tenderers names, the presence or absence of earnest money deposit (amount, format, and validity), the submission of qualification information and such other information as the Employer may consider appropriate will be announced by the Employer at the opening.

19.4 The Employer shall prepare minutes of the Tender opening, including the information disclosed to those present in accordance with Sub-Clause 19.3.

19.5 The Price Tenders of all the Tenderers including modifications for financial tenders cannot be opened as this is programmed to open later after evaluation of the Technical details of the participating Tenderers.

19.6 The Employer will evaluate and determine whether each tender (a) meets the eligibility criteria defined in ITT Clause 2; (b) is accompanied by the required earnest money deposit as per stipulations in ITT Clause and (c) meets the minimum qualification criteria stipulated in ITT Clause 3. The Employer will draw out a list of qualified Tenderers.

20. Opening of Financial Bid of qualified Tenderers and evaluation:

20.1 The Employer will inform all the Qualified Tenderers of the time, date, and venue fixed for the opening of the price Tenders. The Employer will open the price tender of Qualified Tenderers at the appointed time and date in the presence of the Tenders or their representatives who choose to attend. In the event of the specified date of Price tender opening being declared a holiday for the Employer, the price tenders will be opened at the appointed time and location on the next working day.

20.2 DELETED

20.3 The Tenderers' names, the Tender prices, the total amount of each Tender, any discounts, and withdrawals, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. No Tender shall be rejected at the Tender opening.

20.4 The Employer shall prepare minutes of the Price Tender opening, including the information disclosed to those present in accordance with Sub-Clause 20.3.

21. Process to be confidential

21.1 Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's processing of Tenders or award decisions may result in the rejection of his Tender.

22. Clarification of Tenders

22.1 To assist in the examination, evaluation, and comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for clarification of his Tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing but no change in the price or substance of the Tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders in accordance with Clause 24.

22.2 Subject to sub-clause 22.1, no Tenderer shall contact the Employer on any matter relating to its Tender from the time of the Tender opening to the time the contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Employer, it should do so in writing.

22.3 Any effort by the Tenderer to influence the Employer in the Employer’s Tender evaluation, Tender comparison or contract award decisions may result in the rejection of the Tenderers’ Tender.

23. Examination of Tenders and determination of responsiveness

23.1 Prior to the detailed evaluation of Tenders, the Employer will determine whether each Tender; (a) has been properly signed; and; (b) is substantially responsive to the requirements of the Tender documents like (a)Form of Tender, (b)Declaration statement Scanned/ uploaded [including documents those are required to be furnished as per Section 2, 3 & 4 of the tender,]; (c) is accompanied by the required securities and; (d) is substantially responsive to the requirements of the tendering documents.

23.2 A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tender documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Tender documents, the Employer's rights or the Tenderer's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.

23.3 If a Tender is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non conforming deviation or reservation.

24. Correction of errors

24.1 Once the Tenderer key in the rates in figures, in the Bill of quantities provided, the system will automatically calculate the amount of that item as well as the total Bid value.

24.2 Deleted

25. Evaluation and comparison of Tenders

25.1 The Employer will evaluate and compare only the Tenders determined to be substantially responsive in accordance with Clause 23.

25.2 In evaluating the Tenders, the Employer will determine for each Tender the evaluated Tender Price by adjusting the Tender Price as follows:

(a) Making any correction for errors pursuant to Clause 24; and

(b) DELETED

25.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Tender documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Tender evaluation.

25.4 DELETED

25.5 If the tender of the successful tenderer is seriously unbalanced in relation to the Employer's estimate of the cost of the work to be performed under the contract, the Employer may require the Tenderer to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 29 be increased at the expense of the successful Tenderer to a level sufficient to protect the Employer against financial loss in the event of default of the successful under the contract.

F. <u>Award of Contract</u>

26. Award criteria

26.1 Subject to Clause 27, the Employer will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender documents and who has offered the lowest evaluated Tender Price, provided that such Tenderer has been determined to be (a) eligible in accordance with the provisions of Clause 2, and (b) qualified in accordance with the provisions of Clause 3.

27. Employer's right to accept any Tender and to reject any or all Tenders

27.1 Notwithstanding Clause 26, the Employer reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders,

at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Employer's action.

28. Notification of award and signing of Agreement

28.1 The Tenderer whose Tender has been accepted will be notified of the award by the Employer prior to expiration of the Tender validity period by writing, e-mail or by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

28.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of Security deposit in accordance with the provisions of Clause 29.

28.3 The Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will be kept ready for signature of the successful Tenderer in the office of Employer within 30 days following the notification of award along with the Letter of Acceptance. Within 20 days of receipt, the successful Tenderer will sign the Agreement and deliver it to the Employer.

28.4 Upon the furnishing by the successful Tenderer of the Performance Security, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful.

29. Security deposit

29.1 Within 20 days of receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a Security deposit in any of the forms given below for an amount equivalent to 5% of the Contract price plus additional security for unbalanced tenders in accordance with Clause 25.5 of ITT and Clause 44 of the Conditions of Contract. :

- A bank guarantee in the form given in Section 10;

29.2 If the security deposit is provided by the successful Tenderer in the form of a Bank Guarantee, it shall be issued either by a Nationalized/Scheduled bank and valid in accordance with Clause 43 of Condition of Contract.

29.3 DELETED

29.4 Failure of the successful Tenderer to comply with the requirements of Sub-Clause 29.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest money deposit.

30. DELETED

31. Corrupt or Fraudulent practices

31.1 The GOK requires that the Tenderers/Suppliers/Contractors, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, GOK :

a) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

b) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a GOK contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK contract.

31.2 Furthermore, Tenderers shall be aware of the provision stated in sub-clause 50.2 of the Conditions of Contract.

Sd/-

Chief Engineer (Waste Water Management-E)

SECTION 3:

QUALIFICATION INFORMATION

The following form is to be downloaded, particulars are to be filled, scanned & uploaded by the Tenderer.

The information to be filled in by the Tenderer hereunder will be used for purposes of computing Tender capacity as provided for in Clause 3 of the Instructions to Tenderers. This information will not be incorporated in the Contract.

1.1 Constitution or legal status of Tenderer [Attach copy]
Place of Registration _____
(Attach Copy)
Principal place of business: _____

1.2 Total value of civil engineering construction works executed and payments received in the last five years (in Rs. Lakh) [attach certificate of Chartered accountant]

2020– 21 _____
2021– 22 _____
2022 – 23 _____
2023 - 24 _____
2024 – 25_____

1.3 Work performed as Prime Contractor (in the same name) on works of similar nature over during the five years specified in 1.2 above.

Project Nam	Name of Emplo	Description of Work	Contract Numb	Value of contr	Date of iss	Specified period	Actual date of comple	Remarks explaini

e	yer		er	act Rs. Lakh	ue of wor k ord er	of comple tion	tion	ng reasons for delay in comple tion of work
1	2	3	4	5	6	7	8	9

1.4 Quantities of work executed as prime contractor (in the same name) during the last five years specified in 1.2 above: [to support the qualification criteria in ITT clause 3]

Year	Name of Work	Name of Employe r	Quantity of work performed (cum)		Remarks (Indicate contract reference)

1.5 Information on works for which Tenders have been submitted and works which are yet to be completed as on the date of this Tender.

(A) Existing commitments and on-going works:

Descri ption of Work	Plac e& Stat e	Contract No. & Date	Name and Address of Employe r	Value of Contra ct (Rs. Lakh)	Stipulate d period of completio n	Value of works remainin g to be complete d (Rs. Lakh)	Anticipate d date of completio n
1	2	3	4	5	6	7	8

(B) Works for which Tenders already submitted:

Descriptio n of Work	Place & State	Name and Address of Employe	Estimated value of works (Rs. Lakh)	Stipulated Date period of completio n	when decisio n is expecte d	Remark s if any

		r				
1	2	3	4	5	6	7

1.6 Items of equipment essential for carrying out the works.

Item of Equipment	Requirement			Owned and available		Remarks
	No.	Capacity	Owned	Number/ Capacity	Age/ Condition	

1.7 Reports on the financial standing of the tenderer, such as profit and loss statements and auditor's reports for the last five years;

1.8 Qualification and experience of the key technical and management personnel in permanent employment with the tenderer and those that are proposed to be deployed on this contract, if awarded.

1.9. Name, address, and telephone, telex, and fax numbers of the Tenderers' bankers who may provide references if contacted by the Employer.

1.10 Evidence of access to financial resources to meet the qualification requirement specified in ITT Clause3.3 (b): Cash in hand, Letter of Credit etc. List them below and attach certificate from the Banker in the suggested format as under:

BANKER'S CERTIFICATE

This is to certify that M/s. ..... is a reputed company with a good financial standing. If the contract for this work, namely ..... (name of the work) is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs. ..... to meet the working capital requirements for executing the above contract

Sd/-
Name of the Bank, Senior Bank Manger
Address:.....

1.11 Proposals for subcontracting components of works amounting to more than 20% of the contract price .

Item of	Value of Sub-	Identified Sub-	Experience of similar

Work	Contract	Contractor (Name and address)	work

1.12 Information on litigations in which the Tenderer is involved:

Other Party (ies)	Employer	Details of dispute	Amount involved	Remarks showing present status

1.13 The proposed methodology and program of construction, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones.

Sd/-

Chief Engineer

(Waste Water Management-E)

SECTION 4:

[Tenderer shall down load this page, print on the letter head, fill the gaps with signature, scan the sheet & upload to the website. Failing which the tender will be treated as non-responsive]

FORMS OF TENDER, LETTER OF ACEPTANCE, NOTICE TO PROCEED WITH THE WORK AND AGREEMENT FORM

Form of Tender

Description of the Work: **Work of Comprehensive Operation and Maintenance of 90 MLD STP at Bellandur for the period of 5 years.**

To
The Chief Engineer (Waste Water Management-E)
Bangalore Water Supply & Sewerage Board
5th Floor, Cauvery Bhavan D-Block,
K.G. Road, Bangalore 560009

GENTLEMEN,

We offer to execute the Works described above in accordance with the Conditions of Contract accompanying this Tender for the Contract Price uploaded for this tender to be opened after qualification.

This Tender and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any Tender you receive.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.

We hereby confirm that this Tender complies with the Tender validity and Earnest money deposit required by the Tender documents.

We attach herewith our current income-tax clearance certificate.

Yours faithfully,

Authorized Signature:

Name & Title of Signatory:

_____

Name of Tenderer _____

Address: ----------

Letter of Acceptance

(letterhead paper of the Employer)

_____[date]

To:

_____[name and address of the Contractor]

Dear Sirs,

This is to notify you that your Tender dated _____ for execution of the _____[name of the contract and identification number, as given in the Instructions to Tenderers] for the Contract Price of Rupees _____——_____ (_____) [amount in words and figures], as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by our Agency.

You are hereby requested to furnish Security deposit plus additional security for unbalanced tenders in terms of Clause 25.5 of ITT, in the form detailed in Clause 29.1 of ITT for an amount of Rs.————— within 20 days of the receipt of this letter of acceptance valid up to 30 days from the date of expiry of Defects Liability Period i.e. up to ..... and sign the contract, failing which action as stated in Para 29.4 of ITT will be taken.

Yours faithfully,

Authorized Signature
Name and Title of Signatory
Name of Agency

Issue of Notice to proceed with the work

(letterhead of the Employer)
————— (date)

To
————————————— (name and address of the Contractor)
—————————————
—————————————

Dear Sirs:

Pursuant to your furnishing the requisite security deposit as stipulated in ITT Clause 29.1 and signing of the contract agreement for the construction of ————————[name of the contract] a Tender Price of Rs.————————, you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

(Signature, name and title of signatory authorized to sign on behalf of Employer)

Agreement Form
Agreement

This agreement, made the _____day of _____20_____, between_____ _____[name and address of Employer] (hereinafter called "the Employer") of the one part and _____ _____ _____ __ _____[name and address of contractor] (hereinafter called "the Contractor") of the other part.

Whereas the Employer is desirous that the Contractor execute _____ _____[name and identification number of Contract] (hereinafter called "the Works") and the Employer has accepted the Tender by the Contractor for the execution and completion of such Works and the remedying of any defects therein at a contract price of Rupees.....

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.

2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.

3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
   i) Letter of Acceptance;
   ii) Notice to proceed with the works;
   iii) Contractor's Tender;
   iv) Contract Data;
   v) Conditions of contract (including Special Conditions of Contract);
   vi) Specifications;
   vii) Drawings;
   viii) Bill of Quantities; and
   ix) Any other document listed in the Contract Data as forming part of the contract.

Whereas, the parties now mutually agree to the following conditions of Contract.

5. Jurisdiction of Courts/Arbitration: The Sitting of arbitration shall be held at Bangalore only and nowhere else.

6. Dispute of any kind arising out of the contract shall be resolved within the jurisdiction of Bangalore city only and the parties agree and clearly understand that the courts/ tribunals situated at Bangalore Metropolitan City have exclusive jurisdiction for the redressal of the disputes arising out of the contract and at no other place.

7. The parties further agree and understand that the place or places of issue of bank guarantee other than Bangalore will have no jurisdiction to resolve dispute of any kind relating to enforcement of the bank guarantees submitted by the contractor at Bangalore for the execution of the contract at Bangalore.

8. The contractor shall comply with all the legal requirements in the matter of employment of workmen and provide all safety gadgets to the workmen while working in the hazards place of conditions during the execution of the contract.

9. Contractor shall be fully responsible in the event of death of employee/ workman during the execution of the work and liable to pay adequate compensation to the dependents of employee/ workman as per law.

10. On his/ their failure, if the Board is made to pay compensation the same shall be recovered by the Board from the contractor out of the amounts due to the contractor or by appropriate legal action.
11. If death of any employees occurs during execution of work due to negligence of contractor, the contract will be liable for termination.

12. In the event of such termination, the employer may consider blacklisting of firm after due notice.

13. In case of any death or accident the contract will be cancelled after following due process.

14. The Board will be entitled to claim exemplary damages from the contractor in case of death of any work man / employees of the contractor in any of the BWSSB works as it damages the reputation of

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of _____

was hereunto affixed in the presence of:

Signed, Sealed and Delivered by the said _____
in the presence of:

Binding Signature of Employer _____

Binding Signature of Contractor _____

SECTION 5: CONDITIONS OF CONTRACT

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Conditions of Contract

A. General

1. Definitions

1.1 Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Bold letters are used to identify defined terms.

Bill of Quantities means the priced and completed Bill of Quantities forming part of the Tender.

Compensation events are those defined in Clause 38 hereunder.

The **Completion Date** is the date of completion of the Works as certified by the Employer in accordance with Sub Clause 46.1.

The **Contract** is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.2 below.

The **Contract Data** defines the documents and other information which comprise the Contract.

The **Contractor** is a person or corporate body whose Tender to carry out the Works has been accepted by the Employer.

The **Contractor's Tender** is the completed Tender document submitted by the Contractor to the Employer.

The **Contract price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

Days are calendar days; months are calendar months.

A **Defect** is any part of the Works not completed in accordance with the Contract.

The **Defects liability period** is the period named in the Contract Data and calculated from the Completion Date.

The **Employer** is the party who will employ the Contractor to carry out the Works.

Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

The **Initial Contract price** is the Contract Price listed in the Employer's Letter of Acceptance.

The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Employer by issuing an extension of time.

Materials are all supplies, including consumables, used by the contractor for incorporation in the Works.

Plant is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function.

The **Site** is the area defined as such in the Contract Data.

Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Employer.

The **Start Date** is given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Dates.

A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract which includes work on the Site.

A **Variation** is an instruction given by the Employer which varies the Works.

The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data.

2. Interpretation

2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Employer will provide instructions clarifying queries about the Conditions of Contract.

2.2 The documents forming the Contract shall be interpreted in the following order of priority:

(1) Agreement
(2) Letter of Acceptance, notice to proceed with the works
(3) Contractor’s Tender
(4) Contract Data
(5) Conditions of Contract
(6) Specifications
(7) Drawings
(8) Bill of quantities and
(9) any other document listed in the Contract Data as forming part of the Contract.

3. Law governing contract

3.1 The law governing the Contract is the Laws of India supplanted by the Karnataka Local Acts.

4. Employer's decisions

4.1 Except where otherwise specifically stated, the Employer will decide contractual matters between the Employer and the Contractor.

5. Delegation

5.1 The Employer may delegate any of his duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

6. Communications

6.1 Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

7. Subcontracting

7.1 The Contractor may subcontract with the approval of the Employer but may not assign the Contract without the approval of the Employer in writing. Subcontracting does not alter the Contractor's obligations.

8. Other Contractors

8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer.

9. Personnel

9.1 The Contractor shall employ the technical personnel (of number and qualifications) as may be stipulated by GOK from time to time during the execution of the work. The technical staff so employed shall be available at site as may be stipulated by the Employer.

9.2 If the Employer asks the Contractor to remove a person who is a member of the Contractor’s staff or his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

10. Employer’s and Contractor's risks

10.1 The Employer carries the risks which this Contract states are Employer’s risks, and the Contractor carries the risks which this Contract states are Contractor’s risks.

11. Employer's risks

11.1 The Employer is responsible for the excepted risks which are:

(a) Rebellion, riot commotion or disorder unless solely restricted to employees of the Contractor or his Sub-Contractors arising from the conduct of the Works; or

(b) A cause due solely to the design of the Works, other than the Contractor's design; or

(c) any operation of the forces of nature (in so far as it occurs on the Site) which an experienced contractor:

(i) could not have reasonably foreseen; or

(ii) could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures;

(A) prevent loss or damage to physical property from occurring by taking appropriate measures or

(B) insure against such loss or damage

12. Contractor's risks

12.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

13. Insurance:

13.1 The Contractor shall prior to commencing the works, effect and thereafter maintain insurances , in the joint names of the Employer and the Contractor, (cover from the first working day after the Start Date to the end of Defects Liability Period), in the amounts stated in the Contract Data :

(a) for loss of or damage to the Works, Plants and Materials and the Contractor's equipment;

(b) for liability of both Parties for loss, damage, death and injury to third parties or their property arising out of the Contractor's performance of the Contract including the Contractor's liability for damage to the Employer's property other than the Works and

(c) for liability of both Parties and of any Employer's representative for death and injury to the Contractor's personnel except to the extent that liability arises from the negligence of the Employer, any Employer's representative or their Employees.

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Employer for his approval before the Start Date. All such insurance shall provide for compensation to be payable to rectify the loss or damage incurred. All payments received from insurers relating to loss or damage shall be held jointly by the Parties and used for the repair of the loss or damage or as compensation for loss or damage that is not to be repaired.

13.3 If the Contractor fails to effect or keep in force any of the insurances referred to in the previous sub-clauses or fails to provide satisfactory evidence, policies or receipts, the Employer may without prejudice to any other right or remedy, effect insurance for the cover relevant to such

default and pay the premiums due and recover the same as a deduction from any other monies due to the Contractor. If no payments is due, the payment of the premiums shall be a debt due.

13.4 Alterations to the terms of an insurance shall not be made without the approval of the Employer.

13.5 Both Parties shall comply with any conditions of the insurance policies.

14. Site Investigation Reports:

14.1 The Contractor, in preparing the tender, shall rely on any site investigation reports referred to in the Contract data, supplemented by any information available to the Tenderer.

15. Queries about the Contract Data

15.1 The Employer will clarify queries on the Contract Data.

16. Contractor to construct the Works

16.1 The Contractor shall construct the Works in accordance with the Specification and Drawings.

17. The Works to be completed by the Intended Completion Date

17.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the program submitted by the Contractor, as updated with the approval of the Employer, and complete them by the Intended Completion Date.

18. Approval by the Employer:

18.1 The Contractor shall submit Specification and drawings showing the proposed Temporary Works to the Employer, who is to approve them if they comply with the Specifications and Drawings.

18.2 The Contractor shall be responsible for the design of Temporary Works

18.3 The Employer’s approval shall not alter the Contractor’s responsibility for design of the Temporary Works.

18.4 The Contractor shall obtain approval of third parties to the design of third parties to the design of the temporary Works where required.

18.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Employer before their use.

19. Safety

19.1 The Contractor shall be responsible for the safety of all activities on the Site.

20. Discoveries

20.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The

Contractor is to notify the Employer of such discoveries and carry out the Employer's instructions for dealing with them.

21. Possession of the Site

21.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Contract Data the Employer is deemed to have delayed the start of the relevant activities and this will be Compensation Event.

22. Access to the Site

22.1 The Contractor shall allow the Employer and any person authorized by the Employer access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured / fabricated / assembled for the works.

23. Instructions

23.1 The Contractor shall carry out all instructions of the Employer which comply with the applicable laws where the Site is located.

24. Procedure for resolution of Disputes:

24.1 If the Contractor is not satisfied with the decision taken by the Employer, the dispute shall be referred by either party to Arbitration within 30 days of the notification of the Employer’s decision.

24.2 If neither party refers the dispute to Arbitration within the above 30 days, the Employer’s decision will be final and binding.

24.3 The Arbitration shall be conducted in accordance with the arbitration procedure stated in the Special Conditions of Contract.

B. Time Control

25. Program

25.1 Within the time stated in the Contract Data the Contractor shall submit to the Employer for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works.

25.2 The Employer's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Employer again at any time. A revised Program is to show the effect of Variations and Compensation Events.

26. Extension of the Intended Completion Date

26.1 The Employer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date.

26.2 The Employer shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Employer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information.

27. Delays ordered by the Employer

27.1 The Employer may instruct the Contractor to delay the start or progress of any activity within the Works.

28. Management meetings

28.1 The Employer may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the progress achieved and the plans for remaining work.

28.2 The responsibility of the parties for actions to be taken is to be decided by the Employer either at the management meeting or after the management meeting and stated in writing to be distributed to all who attended the meeting.

C. Quality Control

29. Identifying defects

29.1 The Employer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Employer may instruct the Contractor to search for a Defect and to uncover and test any work that the Employer considers may have a Defect

30. Tests

30.1 If the Employer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect the test shall be a Compensation Event.

31. Correction of defects

31.1 The Employer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

31.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Employer’s notice.

32. Uncorrected defects

32.1 If the Contractor has not corrected a Defect within the time specified in the Employer’s notice, the Employer will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

D. Cost Control

33. Bill of Quantities (BOQ)

33.1 The BOQ shall contain items for the construction, installation, testing, and commissioning work to be done by the Contractor.

33.2 The BOQ is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the BOQ for each item

34. Variations

34.1 The Employer shall have power to order the Contractor to do any or all of the following as considered necessary or advisable during the progress of the work by him

(a) Increase or decrease of any item of work included in the Bill of Quantities (BOQ);
(b) Omit any item of work;
(c) Change the character or quality or kind of any item of work;
(d) Change the levels, lines, positions and dimensions of any part of the work;
(e) Execute additional items of work of any kind necessary for the completion of the works; and
(f) Change in any specified sequence, methods or timing of construction of any part of the work.

34.2 The Contractor shall be bound to carry out the work in accordance with any instructions in this connection, which may be given to him in writing by the Employer and such alteration shall not vitiate or invalidate the contract.

34.3 Variations shall not be made by the Contractor without an order in writing by the Employer, provided that no order in writing shall be required for increase or decrease in the quantity of an item appearing in the BOQ so long as the work executed conforms to the approved drawings.

34.4 The Contractor shall promptly request in writing the Employer to confirm verbal orders and if no such confirmation is received within 15days of request, it shall be deemed to be an order in writing by the Employer.

35. Payments for Variations

35.1 Payment for increase in the quantities of an item in the BOQ up to 25% of that provided in the Bill of Quantities shall be made at the rates quoted by the Contractor.

35.2 For quantities in excess of 125% of the tendered quantity of an item as given in the BOQ, the Contractor shall be paid at the rate entered in or derived from in the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract.

35.3 If there is no rate for the additional, substituted or altered item of the work in the BOQ, efforts would be made to derive the rates from those given in the BOQ or the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) and if found feasible the payment would be made at the derived rate for the item plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract

35.4 If the rates for additional, substituted or altered item of work cannot be determined either as at 35.1 or 35.2 or 35.3 above, the Contractor shall be requested to submit his quotation for the items supported by analysis of the rate or rates claimed, within 7 days.

35.5 If the Contractor's quotation is determined unreasonable, the Employer may order the Variation and make a change to the Contract Price which shall be based on Employer's own forecast of the effects of the Variation on the Contractor's costs.

35.6 If the Employer decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

35.7 Under no circumstances the Contractor shall suspend the work on the plea of non-settlement of rates for items falling under this Clause.

36. Submission of bills for payment

36.1 The Contractor shall submit to the Employer monthly bills of the value of the work completed less the cumulative amount paid previously along with necessary supporting documents .

36.2 The Employer shall check the Contractor's bill and determine the value of the work executed which shall comprise of (i) value of the quantities of the items in the BOQ completed and (ii) valuation of Variations and Compensation Events.

36.3 The Employer may exclude any item paid in a previous bill or reduce the proportion of any item previously paid in the light of later information.

37. Payments

37.1 Payments shall be adjusted for deductions for advance payments, other recoveries in terms of the contract and taxes, at source, as applicable under the law. The Employer shall pay the Contractor the within **60 days** of submission of bill. The Contractor shall be liable to pay liquidated damages for shortfall in progress. For Progress beyond the agreed Programme, payment is subject to availability of the grants.

37.2 Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

38. Compensation events

38.1 The following are Compensation events unless they are caused by the Contractor:

(a) The Employer does not give access to a part of the Site by the Site Possession Date stated in the Contract Data.
(b) The Employer orders a delay or does not issue drawings, specifications or instructions required for execution of works on time.
(c) The Employer instructs the Contractor to uncover or to carry out additional tests upon work which is then found to have no Defects.
(d) The Employer gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
(e) The effect on the Contractor of any of the Employer's Risks.
(f) The Employer unreasonably delays issuing a Certificate of Completion.
(g) Other Compensation Events listed in the Contract Data or mentioned in the Contract.

38.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date is extended. The Employer shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

38.3 As soon as information demonstrating the effect of each Compensation event upon the Contractor's forecast cost has been provided by the Contractor, it is to be assessed by the Employer and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Employer shall adjust the Contract Price based on Employer's own forecast. The Employer will assume that the Contractor will react competently and promptly to the event.

38.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor not having given early warning or not having cooperated with the Employer.

39. Tax

39.1 Taxes, Duties and other Levies:

a) The selected bidder will be fully responsible for all applicable taxes, duties, license fees, etc. incurred in relation to the work. They must cover the taxes that may be imposed on their own personnel or any of their employees' earnings and will be expected to protect the employer from any potential claims made against them. The selected bidder must indemnify and hold the employer harmless against any such claims.

b) According to Commercial Tax Department Notification No.12/2017, all services are subject to a nil rate of GST under the definition of a pure service. The quoted rate should exclude the GST, which will be charged separately as per the prevailing applicable laws.

c) BWSSB does not assume any responsibility for taxes under the Indian Income Tax Act, 1961 for the selected bidder(s) or their personnel. In accordance with the provisions of the Indian Income Tax Act, 1961, if necessary, BWSSB will make deductions for Income Tax at source. The applicable tax at the prevailing rate will be included over and above the quoted price.

If the Amount put to tender is exclusive of GST

GST and TDS Clause:
Prevailing GST:
The prevailing Goods and Services Tax (GST) rate is 18% as per the current taxation regulations. The GST amount is not included in the bid amount put forward by the bidder but will be applicable in addition to the awarded contract cost.

TDS Deduction:
As per the GST notification, a Tax Deducted at Source (TDS) of 2% shall be deducted by the client while making payments for the bills raised by the bidder.

Submission of Security Deposit:
Upon issuance of the Letter of Award (LOA) at the award cost, including GST, the successful bidder shall be required to submit the entire security deposit, comprising the applicable GST amount as well.

Invoicing and Tax Compliance:
The successful bidder shall adhere to all relevant GST regulations and guidelines while invoicing for the work contract. The invoice/bills provided by the bidder should clearly indicate the applicable GST rate, along with the tax registration details, and comply with all legal requirements as specified by the GST authorities.

Changes in GST Rate:
In the event of any change in the GST rate during the execution of the contract, the responsibility of updating the invoicing and pricing structure to reflect the revised GST rate shall lie with the bidder. The contract shall remain in force, and both parties shall abide by the new GST rate as per the applicable law.

GST Documentation:
The bidder is required to provide all necessary GST-related documentation, such as tax invoices, payment receipts, and any other documents requested by the contracting authority, in a timely and accurate manner.

Any disputes or issues related to GST:
In case of any disputes or issues related to GST compliance, the bidder shall be responsible for resolving such matters with the appropriate tax

authorities. The contracting authority shall not bear any liability for any non-compliance or discrepancies related to GST.

This provision is an integral part of the bid document, and all bidders are requested to thoroughly review and acknowledge their understanding and compliance with the prevailing GST rate of 18% before submitting their bids.

40. Price Adjustment:

Adjustments for Changes in Cost during Operation and Maintenance Period

The amount payable to the Contractor under the Payment Schedules shall be adjusted for rises or falls in the cost of Labor, Chemicals, Fuels and other "inputs" in the Operation and Maintenance of the Plant, by the addition or deduction of the amounts determined in accordance with the formulae of this given formula The provisions of this or any other clause in the Contract, determined to include amounts to cover the contingency of such other rise or fall in cost.

The price adjust is applicable only after twelve months of O&Mi.e, from Second Year Onwards.

ADJUSTMENT FORMULA .....

The amount to be added to or deducted from the Interim Payment Certificates for changes in cost, and legislation shall be determined from the formulae. The formula will be of the following general type:

Pn = a+b(Ln/Lo)+c*(Cn/Co)+d*(Fn/Fo)+etc

Where:

"Pn" is the adjustment factor to be applied to the payment for Operation and Maintenance of the plant carried out in month "n" excluding GST amount;

"a" is a fixed coefficient, representing the non-adjustment portion;

"b", "c", "d", etc. are coefficients representing the estimated proportion of each cost element (labor (L), chemicals (C), fuels and lubricants (F), etc.) in the Operation and Maintenance;

"Ln", "Cn", "Fn" etc. are the current cost indices or reference prices for month "n", to which the particular Interim Payment Certificate is related;

"Lo", "Co", "Fo" etc. are the base cost indices or reference prices corresponding to the above cost elements, on the Base Date considered as date of opening of the financial bid.

Coefficient	Description of Coefficient	Weightage	Sources of Indices.
A	Fixed-Coefficient	20	
B	Labour Cost	30	Average CPI for industrial workers for Bangalore Center as

			published by Labour Bureau, Ministry of Labour, Government of India.
C	Chemical	40	Monthly Wholesale Price Index of other Inorganic Chemicals Published by office of Economic Advisor.
D	Fuel	10	Monthly Wholesale Price Index of Fuel & power Published by Office of Economic Advisor.

Weighting and Adjustment Factors:

The weightings (coefficients) for each of the factors of cost, shall be those listed in Appendix to Tender-The weightings shall be adjusted if, in the opinion of the Engineer, the weightings are rendered unreasonable, unbalanced, or inapplicable as the result of changes in the methods of performance of Operation and Maintenance of the plant and or for any other reason. The decision of the Engineer shall be final and binding to the Contractor.

Adjusted Amount:

The adjusted amount of each Interim Payment Certificate shall be determined by applying the Price Adjustment Factor to the adjustable amount, and shall become payable to the Contractor, subject to any deductions there from if any, liquidated damages, and any other monies due to the Employer from the Contractor. The adjustable amount shall exclude payments to nominated Sub-Contractors and any other amounts based upon actual cost or current prices.

41. Liquidated damages

41.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date (for the whole of the works or the milestone as stated in the Contract Data). The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

41.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment of bill.

42. DELETED

43. Securities:

43.1 The Security deposit (including additional security for unbalanced tenders) shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and type of instrument acceptable to the Employer. The Security deposit shall be valid until a date 30 days from the date of expiry of Defects Liability Period and the additional security for unbalanced tenders shall be valid until a date 30 days from the date of issue of the certificate of completion.

44. Cost of Repairs:

44.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. <u>Finishing the Contract</u>

45. Completion

45.1 The Contractor shall request the Employer to issue a Certificate of Completion of the Works and the Employer will do so upon deciding that the Work is completed.

46. Taking over

46.1 The Employer shall take over the Site and the Works within seven days of issuing a certificate of Completion.

47. Final account

47.1 The Contractor shall supply to the Employer a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Employer shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 90 days of receiving the Contractor's account if it is correct and complete. If it is not, the Employer shall issue within 90 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Employer shall decide on the amount payable to the Contractor and make payment within 60 days of receiving the Contractor’s revised account.

48. As built drawings and /or Operating and Maintenance Manuals

48.1 If "as built"[1]Drawings and/operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Contract Data.

48.2 If the Contractor does not supply the Drawings/O&M Manual by the dates stated in the Contract Data, or they do not receive the Employer's approval, the Employer shall withhold the amount stated in the Contract Data from payments due to the Contractor.

49. Termination

49.1 The Employer may terminate the Contract if the other party causes a fundamental breach of the Contract.

49.2 Fundamental breaches of Contract include, but shall not be limited to the following:

(a) the Contractor stops work for 45 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Employer;

(b) the Employer instructs the Contractor to delay the progress of works and the instruction is not withdrawn within 60 days;

(c) The Contractor becomes bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

(d) a payment due to the Contractor is not paid by the Employer within 90 days of the date of the submission of the bill by the Contractor.

(e) the Employer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Employer;

(f) the Contractor does not maintain a security which is required;

(g) the Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data; and

(h) if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract. For the purpose of this paragraph : "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition."

[1]Completion Drawings

49.3 When either party to the Contract gives notice of a breach of contract to the Employer for a cause other than those listed under Sub Clause 49.2 above, the Employer shall decide whether the breach is fundamental or not.

49.4 Notwithstanding the above, the Employer may terminate the Contract for convenience by giving notice period of 20 days.

49.5 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

50. Payment upon Termination

50.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Employer shall prepare bill for the value of the work done less advance payments received up to the date of the bill, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor the difference shall be a debt payable to the Employer.

50.2 If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Employer shall prepare bill for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract, and less taxes due to be deducted at source as per applicable law and make payment accordingly.

51. Property

51.1 All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Employer, if the Contract is terminated because of a Contractor’s default.

52. Release from performance

52.1 If the Contract is frustrated by any event entirely outside the control of either the Employer or the Contractor the Employer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made.

F. <u>Special Conditions of Contract</u>

1. Labour :

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

The Contractor shall, if required by the Employer, deliver to the Employer a return in detail, in such form and at such intervals as the Employer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Employer may require.

2. Compliance with labour regulations:

During continuance of the contract, the Contractor and his sub contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, Employer shall have the right to deduct any money due to the Contractor including his amount of security deposit. The Employer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

3. Protection of Environment:

- The contractor shall ensure the plant operates within prescribed environmental norms, including:
  - Effluent discharge limits as per NGT/KSPCB/CPCB.
  - Odour control.
  - Proper handling and disposal of sludge/grit.

The contractor shall take all reasonable steps to protect the environment on and off the Site andto avoid damage or nuisance to persons or to property of the public or others resulting from pollution, improper disposal of debris/Screened materials/Silt/Grit, noise or other causes arising as a consequence of his methods of operation.The contractor shall ensure that labor activities do not lead to environmental violations/Labourlaw . During continuance of the

contract, the contractor and his sub-contractors shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.

4. Arbitration (Clause 24)

4.1 The procedure for arbitration shall be as follows:

(a) In case of dispute or difference arising between the Employer and the Contractor relating to any matter arising out of or connected with this agreement it shall be settled in accordance with the Arbitration and Conciliation Act 1996. The disputes or differences shall be referred to a Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the Appointing Authority (any one of the Organizations as per list enclosed in Annexure)

(b) Arbitration proceedings shall be held at ***Bangaluru***, Karnataka, India

(c) The cost and expenses of arbitration proceedings will be paid as determined by the Arbitrator. However, the expenses incurred by each party in connection with the preparation, presentation, etc., shall be borne by each party itself.

(d) Performance under the contract shall continue during the arbitration proceedings and payments due the Contractor by the Employer shall not be withheld, unless they are the subject matter of the arbitration proceedings.

5 Contractor to Co-ordinate his Work with Other Contractors

5.1 The Contractor has to co-ordinate with the other concerned Contractors as already specified in Conditions of Contract for all such works as per the directions of Engineer in charge at no extra cost.

6 **Continuation of Work:**

6.1 In case of the death of a contractor after executing the agreement / commencement of the work, his legal heir, if any eligible registered contractor and willing, can execute and complete the work at the accepted tender rates irrespective of the cost of the work

SECTION 6:
CONTRACT DATA

Items marked "N/A" do not apply in this Contract.

The following documents are also part of the Contract:

- The Schedule of Operating and Maintenance Manuals
- The Methodology and Program of O&M.
- Site Investigation Reports
- The Schedule of Key and Critical Equipment to be deployed on the work as per agreed program of construction.

The Employer is :

Name: Bangalore Water Supply and Sewerage Board represented by **Chief Engineer (Waste Water Management-E)**

Address: Bangalore Water Supply & Sewerage Board
5th Floor, Cauvery Bhavan D-Block,
K.G. Road, Bangalore 560009

Name of authorized Representative: Executive Engineer (WWM)
Challaghatta Valley-2
Bangalore Water Supply & Sewerage Board,
Shimsha Bhavan, 1st Floor, 46th Cross,
8th Block, Jayanagar, Bangalore-560070

The name of the Contract is :	**Work of Comprehensive Operation and Maintenance of 90 MLD STP at Bellandur for the period of 5 years.**

The start date shall be the date of issue of notice to proceed with the work.

The Intended Completion Date for the whole of the Works is **5 Years.**

The Site possession date is the day of issue of notice to proceed with the work.

The Site location is defined in drawings

The Defects Liability Period is 365 days.

Insurance requirements are as under:

Type of Cover		Minimum Cover for Insurance
(i)	Civil Structures , Electro MechanicalEquipments, Mateialsetc	The sum stated in the Agreement plus 20%
(ii)	Loss or damage to equipment	Full replacement cost
(iii)	Loss or damage to property of Third Party	Full replacement cost
(iv)	Personal injury or death insurance (a) for Third Party	Rs.40 lakhs to cover 4 persons @ Rs.10 lakhs each.
	(b) for Contractor’s employees or labour	In accordance with the statutory requirements applicable to Karnataka

Price Adjustment Formula; [40]

Refer clause 40 of conditions of contract.

The following events shall also be fundamental breach of the contract:
[49.2]

1. The contractor has contravened Sub-clause 7.1 and Clause 9 of CC.

The percentage to apply to the value of the work not completed representing the Employer's additional cost for completing the Works shall be sufficient to get the balance of works completed by alternative agency.
[50.1]

Sd/-

Chief Engineer
(Waste Water Management-E)

SECTION 7: SPECIFICATIONS

GENERAL STIPULATIONS AND CONDITIONS

1. DEFINTIONS

In this contract the following words shall be understood as having the meanings herein assigned to them.

a) "The Board" means the Bangalore Water Supply And Sewerage Board a statutory body constituted under Bangalore Water Supply And Sewerage Board Act 1964 having its office at Cauvery Bhavan, K. G. Road, Bangalore 560 009 and any officer duly authorised by this Board to act on its behalf.

b) "Operator" means the person or persons or firm or company contracting for the work specified including his or their executors or administrators or legal representatives or successors.

c) "Owner's Representative" means Chief Engineer or any other Owner's Representative appointed from time to time by the Board to act as such in connection with these works. Whenever and work is specified to be done or material supplied to the satisfaction of the Owner's Representative it shall be taken as including his properly authorized assistants and duly authorized representatives.

d) "Works" means Comprehensive Operation and Maintenance of 90 MLD STP at Bellandur for the period of 5 years.

e) "Contract" means these conditions of the contract, the Tender, the Operator's proposal, the Letter of Acceptance, the contract Agreement, O&M manual.

f) "Tender" means the Operator's priced offer to the Owner for the Operation and Maintenance of the treatment plant.

g) "Operator's Proposal" means the Operator's proposals and methodology for the operation and maintenance of the treatment plant.

h) "Letter of Acceptance" means the formal acceptance of the tender by the owner.

i) "Contract Agreement" means the contract agreement in the form agreed between the parties to record the contract. The cost of stamp charges and similar charges imposed by law shall be borne by the Operator.

j) Persons

i) “Owner” means the person named in Sub Clause 3 and the legal successors in title such person, but not any assignee of such person.

ii) “Operator” means the person whose Tender has been accepted by the owner and the legal successors in title to such person, but not any assignee of such person.

iii) “Owner Representative” means the person appointed by the Owner to act as Owner’s representative for the purposes of the contract as named in sub clause 4, or other person appointed from time to time by the Owner and notified as such to the operator.

iv) “Operator Representative” means the person appointed from time to time by the Operator.

k) Dates, Times and Periods

i) “Effective Date” means the date on which the contract entered into legal force and effect.

ii) “Commencement Date” means the date on which the Operator receives the notice to commence issued by the Owner's Representative.

iii) “Contract Period” means the period from the commencement date to the date after 10 years.

iv) “Month” means a calendar month and “Year” means 365 days.

l) “Monthly Lump Sum Rate” means the rate stated in the Letter of Acceptance payable to the Operator each month for the Operation and Maintenance of the treatment plant.

m) “Variation” means any alteration and/ or modification to the requirements of the contract which is instructed by the Owner’s Representative..

n) “Law” means the Law of Republic of India.

o) Priority of Documents

The documents forming the contract are to be taken as mutually explanatory of one another. If there is an ambiguity or discrepancy in the documents, the Owner’s Representative shall issue any necessary clarification to the Operator, and the priority of the documents shall be as follows.

1) Letter of Acceptance,
2) Conditions of Contract,
3) Tender,
4) Operator’s proposal.

p) Communications

Whenever in the contract provision is made for the giving or issue of any notice, consent, approval, certification, instruction or determination by any person, unless otherwise specified such any notice. Consent, approval, certificate, instruction or determination shall be in writing and the words 'notify', 'certify', 'instruct' and 'determine' shall be constructed accordingly. Any such consent, approval, certificate or determination shall not unreasonably withheld or delayed.

2. COMMENCEMENT OF THE CONTRACT AND THE CONTRACT PERIOD

The O & M contract shall commence upon the written instruction of the Owner or the Owner's Representative. The Operator shall mobilize sufficient staff within 14 days to commence the Operation and Maintenance of the treatment plant. The Operator shall operate and maintain the treatment plant and pumping station for 5 years.

3. OWNER

The Owner's Representative Executive Engineer (Waste Water Management) Challaghatta Valley-2 and his sub ordinatesAEE(WWM)Challaghatta Valley-2-1 will manage day-to-day operation of the treatment plant. For the purpose of this contract, Chief Engineer (WWM-East) will be the Owner and EE (WWM)CV-2 his sub ordinatesAEE(WWM)CV-2-1will be the Owner's Representative.

4. THE OWNER'S REPRESENTATIVE

4.1 Owner's Representative's Duties and Authority

The Owner's Representative shall carry out the duties specified in the contract. The Owner's Representative shall have no authority to amend the contract or to relive the Operator of any of his duties, obligations and responsibilities under the contract. Any proposal, inspection, consent, approval or similar act by the Owner's Representative shall not relive the Operator of any of his responsibilities, including responsibility for his errors, omissions, discrepancies.

4.2 Owner's Representative's Authority to Delegate

The Owner's Representative may from time-to-time delegate any of his power to assistants(AEE(WWM)CV-2-1) and may at any time revoke such delegation. Any such delegation or revocation shall be in writing, specifying the powers,

functions and authorities being delegated or revoked, and shall not take effect until a copy has been delivered to the Owner and the Operator.

Any determination, instruction, inspection, examination, testing, consent, approval or similar act by any assistant of the Owner's Representative, in accordance with the delegation, shall have the same effect though it had been an act of the Owner's Representative. However, any failure to disapprove any procedures, inspections, testing etc., shall not prejudice the right of the Owner's Representative to reject such procedure, inspection, testing etc. If the Operator questions any determination or instruction of an assistant of the Owner's Representative, the Operator may refer the matter to the Owner's Representative, who shall confirm, reverse or vary such determination or instruction.

4.3 Owner's Representative's Instruction

Unless it is legally or physically impossible, the Operator shall comply with instructions given by the Owner's Representative in accordance with the contract. In particular, the Operator shall follow the Owner's Representative's instructions on BWSSB's requirements regarding the output of the treatment plant, the disposal of screenings, the disposal of sludge etc.,

4.4 Liaison with the Owner's Representative

The Operator will liaise with the Owner's Representative on all issues affecting the Operation and Maintenance of the treatment plant and shall submit daily records and monthly reports both in hard and soft copies (including SCADA reports)to him, with copies to the Owner.

From time to time, the Operator will attend meetings with the Owner and the Owner's Representative to review the Operation and Maintenance of the treatment plant.

The Owner or the Owner's Representative or any of the Owner's Representative's authorized assistants shall have the right of access to inspect any part of the treatment plant at any time, including access to the Operator's records. The Operator shall provide all necessary facilities to enable such inspection.

4.5 Owner’s Representative to attempt Agreement

When the Owner’s Representative is required to determine value, cost etc., he shall consult with the Operator in an endeavor to reach agreement. If agreement is not reached, the Owner’s Representative shall determine the matter fairly, reasonably and in accordance with the contract.

5. THE OPERATOR

5.1 The Operator will be responsible for the daily operation of the treatment plant 24 hours per day in three shifts of 8 hours each to treat the wastewater flowing into the treatment plant. The Operator shall optimize the operation of the treatment plant in most effective manner in terms of the consumption of power, spares and consumables.

5.2 The Operator shall be totally responsible for the maintenance of the treatment plant to ensure the reliability of the process operations as well as the longevity of the plant and structures, comprising the treatment plant, so that these items are handed back to the Owner in good working condition, except for fair wear and tear.

5.3 The Operator shall provide all superintendence, labor, materials, and consumables, under take all minor and major repair required for the operation and maintenance of the treatment plant.

5.4 The Operator shall not sublet or assign any part of the contract without the written permission of the Owner. The man power required for the day-to-day operation may be taken on contract basis from any agency who are capable of providing the same except for the Plant Manager/ Process Engineer, and Plant Chemist. If man power is on contract basis, the Operator is solely responsible for the day-to-day Operation and Maintenance of the plant. Hired agency will not be held responsible for the O & M.

The statutory requirements such as PF, ESI shall be paid to the concerned either by the Operator or the hired agency. The operator shall indemnify the Board from any legal action against the nonpayment of statutory requirements. In case the hired agency is paying the statutory requirements, then the Operator shall make sure that the payments are made to the concerned departments

within the due date. The monthly bills will be admitted only after the receipts for having made the required payments are submitted and enclosed to the bills. The operator is also responsible for the welfare of the laborers engaged in the O & M of the plant.

5.5 Quality Assurance

The Operator shall institute a quality assurance system to demonstrate compliance with the requirements of the contract. Compliance with the quality assurance system shall not relieve the Operator of his obligations, duties and responsibilities under this contract. Details of all procedures and compliance documents shall be submitted to the Owner's Representative for his information. Signed quality assurance statements for such reports shall accompany the Operator's monthly reports to the Owner's Representative. The Owner's Representative shall be entitled to audit any aspect of the system and require any remedial action to be taken.

5.6 Matters affecting the Operation and Maintenance of the treatment plant

The Operator shall be deemed to have taken account of the conditions, which may prevail, and of facilities available to him, when he takes possession of the treatment plant from the Owner and all risks, contingencies and other circumstances, which may affect or influence his contract price. The Operator shall be deemed to have satisfied himself as to the correctness and sufficiency of his prices, which shall cover all his obligations under this contract. The Operator shall provide at his own cost any tools, tackles and equipment, replacement parts etc., necessary for the satisfactory operation and maintenance of the treatment plant.

5.7 Inception Report

The Operator shall submit to the Owner's Representative within 28 days of the commencement of the contract a detailed description of the arrangements and methods, which the Operator proposes to adopt for the execution of the contract showing how he will operate and maintain the treatment plant. This inception report shall be in amplification of the Operator's Tender proposal and

Operator shall not reduce the scope of the services offered therein. The report shall cover the following.

i) Staffing – Staff and labour organization (including organization chart), staff and skilled labour qualifications, experience certificates, medical fitness certificates,schedules of responsibilities, training programs, administration and monitoring.
ii) Operations – Operations management and planning, operating instructions and procedure manuals, receiving and monitoring consumables, laboratory testing and quality monitoring, procedures for emergency conditions such as fire etc. safety training schedules, medical testing schedule etc,
iii) Maintenance – Maintenance planning, maintenance management, work control including preventive and corrective maintenance and outage planning.
iv) Compliance – efficiency and performance monitoring, performance testing, quality control etc.,

No significant alteration shall be made to such arrangements and methods without the approval of the Owner's Representative.

5.8 Monthly Reports

The Operator shall prepare and submit monthly reports to the Owner's Representative for the works included in this tender, in four copies bothhard and soft copies (Including SCADA reports) and within 5 days of the next month. The report shall describe the operation and maintenance of the treatment plant with copies of the records submitted to the Owner's Representative including the summaries of the record in tabular and graphical form. The report shall include a section describing the performance in terms of compliance with the requirement of the contract. The Operator shall make available all supporting documents, records etc., to the Owner's Representative if required to do so.

The report shall be in a form approved by the Owner's Representative to cover

i) Operation – Records of inflow and outflow.

ii) Maintenance – A list of plant break down, spares consumed, minor and major repairs carried out, schedule of maintenance carried out during the month etc.,

iii) Staff, Skilled labor and unskilled labor – number of staff utilized, training program conducted if any, performance evaluation made if any etc.,

iv) Safety – Brief reports of all accidents and hazardous incidents including description of cause, extent of damage, action taken and precautions taken to prevent the repetition.

v) Inspection reports of Routine / daily / weekly / monthly/ quarterly/ half yearly/ yearly.

vi) Medical check up reports of Staff, Skilled labor and unskilled labor .

vii) Any other relevant information connected with the Operation and maintenance of treatment plant.

viii) Guaranteed power consumption report as per contract.

ix) Monthly BESCOM bill.

x) Quality assurance certificate.

xi) ESI/PF receipts paid to O&M staff.

xii) Third party testing reports of raw water, treated water and sludge sample.

xiii) Treated water supply details through BWSSB JALA Snehi app/ through pumping /tanker.

xiv) Sludge disposal details.

xv) Calibration reports for energy meters, flow and level meters.

xvi) OCEMS reports.

xvii) KSPCB monthly testing reportsetc

xviii) Monthly /Daily Treated water supply details to Minor Irrigation department/Bellandur Lake.

xix) All Invoice Copies and Delivery Chalans of Material,Consumables,T&P etc, Purchased for the monthly/ quarterly/ half yearly/yearlyfor the purpose of O&M of treatment plant under this contract.

xx) The list of above documents is only limited but the operator has to submit all the necessary documents as per the instructions of BWSSB

whenever required both in soft/scanned and hard copies as per the instructions of BWSSB .

6. SCOPE OF THE CONTRACT

This contract comprises Comprehensive Work of Comprehensive Operation and Maintenance of 90 MLD STP at Bellandur for the period of 5 years including minor and major repairs to all the equipment inside the STP premises. Daily operation of equipment and machinery, Monitoring of plant performance parameters, Routine and preventive maintenance, Emergency response and trouble shooting Cleaning and up keep of the STP premises. Supply of all spares required for the operation of the plant, supply of oil and lubricants, supply of supervisory and security staff, maintenance of gardens and trees and except power charges inclusive of all incidental items of work round the clock for a period of five years. or mentioned in these specifications and in the schedule hereto, annexed. The specifications, schedules etc., are to be considered as explanatory of each other and no advantage shall be taken of any omission in any of these documents. Even though the quantity of wastewater to be increased/ decreased at any point of time as directed by the Owner's Representative.

7. OBLIGATIONS OF THE BOARD

a) Cost of BESCOM power will be paid directly to BESCOM.
b) Ensuring that all equipment and tanks are in good working condition before handing over the Plant. This could be decided by a joint inspection.
c) To conduct surprise checks. For this purpose, the Board may nominate any of its officers for inspection without prior notice.
d) Payments will be made on receipt of bills along with all the supporting documents, including monthly reports and any other documents required as per the instructions of BWSSB from the Operator once a month.

8. DISCREPANCIES AND OMISSIONS

a) Should any discrepancy appear in any of the documents included in the contract or between different parts of the same documents or ambiguity or insufficiency of information, the Operator shall point out the same to

the Owner's Representative in writing and receive his instructions, explanation or decision in the matter, before beginning the work in question.

b) In the event of anything reasonably necessary or proper to the due and complete performance of the work (of which the Owner's Representative shall be sole judge) being omitted to be shown or described in the specification and schedules the Operator shall notwithstanding execute and provide at the rates noted in the bills all such omitted works and things as if they had been severally shown and described and according to the directions of the Owner's Representative and to his satisfaction.

9. SCHEDULE (BILL OF QUANTITIES)

The Operator shall not be held responsible for the accuracy of the schedules hereto attached but only for the accuracy of the prices, amounts and totals therein appearing. The rate for each item of the work in the schedule shall be inclusive of the costs and charges of all material, labor, tools and plant necessary for the full and complete execution of the work as described in the specification and schedule unless otherwise specified and for the due fulfillment of all the requirements relating thereto as specified in the contract. If any error, omission or misstatement shall be discovered in the said quantities the same shall not vitiate the contract for release the Operator from execution and completion of the whole or any part of the said works or form any obligations or liabilities of the Operator under this contract or entitled the Operator to any damages or compensation from the Board.

10. PREPARATION OF CERTIFICATES

In preparing the interim or final certificates of payment to the Operator, the Owner's Representative shall take into account the total included in this contract as set out in the priced bills and should it appear after measurement that these works have been exceeded, he shall certify for the amount so executed in excess at several appropriate prices or rates in the said bills.

11. CONTRACT GENERAL EXPLANATION

The works under this contract and every addition, alteration or deviation directed to be executed under this contract or that may be necessary or proper to be done in order to perfect and complete the same, shall be executed by the Operator in the best and most substantial and workman like manner, with materials, of the best and approved quality of their respective kinds, according to particulars contained in or implied by the specifications and schedules hereto attached or such other additional particulars explanations as may be given or approved by the Owner's Representative and to full and entire satisfaction of the Owner's Representative, according to the instructions and directions from time to time given by the Owner's Representative. The Owner's Representative shall have full liberty from time to time and at all times to inspect, examine and test the materials and workmanship and may at any time reject any or all of the materials or workmanship which may seem defective or unfit or improper for the several purposes they are applied or not in accordance with the said bills, specifications, instructions or directions.

12. OPERATOR'S LIABILITY

The Operator shall be absolutely and solely responsible for any and all kinds of injuries or damages to person and property of any description whatever may be caused by or result from the execution of the works, whether these may have been carried out skill fully and carefully and strictly in conformity with the provisions of the specifications or not.

13. OPERATOR TO BE RESPONSIBLE FOR ALL TREAPASSES AND DAMAGES

The operator of a Sewage Treatment Plant (STP) being held responsible for trespasses and damages implies that the operator is liable for:

1. **Trespasses**:
    - Unauthorized access to private or restricted property during the course of operation or maintenance of the STP.
    - Violations related to encroachment or illegal use of land or premises.
2. **Damages**:
    - Any harm caused to property, infrastructure, or the environment as a result of the operator's actions or negligence.

- Injuries or accidents caused to individuals due to improper operation or maintenance of the plant.

In the event of accident to any person including employees of the Board on duty, trespass on land, injury to cattle, horses or other animals or damage injury of any description to any person or thing arising out of the execution of the works, the Operator shall be held responsible for and make good the same and shall indemnify the Board from all claims or expenses on account thereof and if the Board has to pay any money in respect thereof the sum so paid and the costs incurred by the Board shall be charged to the Operator as so money paid to him on account of his contract and the Operator shall not be at liberty to dispute or question the right of the Board to make such payment for him or on his account notwithstanding the same may have been made without his consent of authority and decision determination in law or otherwise to the contrary notwithstanding. The Board shall not be liable to, or for in respect of any damages or compensation or claim therefore, under any Act for the time being in force or common law because or by reason or in consequences of any accident or injuries to workman or others in the employment of the Operator or any sub Operator or any person acting under him or on his behalf or the staff/ persons employed by the Board for supervision of the work under his contract and the Operator shall save the Board harmless and indemnify in respect thereof and of any and all costs and expenses incident thereto or consequent thereon.

14. OPERATOR'S SUPERVISION OF WORK

The **Operator's Supervision of Work** in an STP (Sewage Treatment Plant) ensures that all activities related to operation, maintenance, and management are performed safely, efficiently, and in compliance with regulatory and contractual requirements. Below are the key aspects of supervision that the operator should undertake:

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1. General Supervision Duties

- **Daily Monitoring**: Oversee all plant activities, including wastewater treatment processes, sludge handling, and equipment operation.
- **Workforce Management**: Supervise plant personnel, contractors, and any third-party service providers to ensure tasks are carried out effectively.
- **Schedule Management**: Plan and manage work schedules, ensuring routine maintenance and repairs are completed without delays.
- **Compliance Oversight**: Ensure that all operations adhere to environmental laws, safety standards, and local regulations.

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2. Maintenance Supervision

- **Preventive Maintenance**: Oversee routine inspections, lubrication, and calibration of equipment to prevent breakdowns.
- **Corrective Maintenance**: Supervise repair work promptly in case of equipment failure or system issues.
- **Spare Parts Inventory**: Ensure an adequate stock of critical spare parts to minimize downtime.

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3. Health, Safety, and Environmental (HSE) Supervision

- **Safety Protocols**: Enforce the use of personal protective equipment (PPE) and adherence to safety guidelines.
- **Hazard Identification**: Monitor potential hazards, such as chemical spills or electrical risks, and implement corrective actions.
- **Environmental Monitoring**: Supervise the discharge of treated water to ensure compliance with effluent quality standards.

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4. Reporting and Documentation

- **Daily Logs**: Maintain logs of plant operations, including equipment performance, input parameters, and output quality.
- **Incident Reporting**: Document any operational anomalies, accidents, or near-misses and take corrective measures.
- **Regulatory Reporting**: Submit required reports to authorities, such as effluent analysis or compliance audits.

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5. Training and Skill Development

- **Team Training**: Ensure that plant personnel are well-trained in STP operations, safety protocols, and emergency procedures.
- **Skill Upgrades**: Identify skill gaps and arrange periodic training sessions to enhance workforce capabilities.

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6. Emergency Supervision

- **Crisis Management**: Lead the response to emergencies, such as equipment failures, overflows, or chemical spills.
- **Contingency Planning**: Ensure readiness of backup systems, such as generators or alternative treatment processes.
- **Coordination with Authorities**: Liaise with local authorities or emergency services during critical situations.

a) The Operator shall give or provide all necessary superintendence during execution of the works and as long thereafter as the Owner's Representative may consider necessary. Such superintendence shall be given by sufficient person having adequate knowledge of the operations to be carried out (including the methods and techniques required, the hazards likely to be encountered and methods of preventing accidents) as may be requisite for the satisfactory performance of the contract.

b) Details of key personnel to be employed by the Operator.

15. COMMENCEMENT OF WORK AND RATE OF PROGRESS

Below is a structured outline addressing the commencement and progress of work for the operation and maintenance of a Sewage Treatment Plant (STP):

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1. Commencement of Work

- **Start Date**:
  - The operator shall commence work on the agreed start date as specified in the contract or upon the issuance of a written work order.
  - Any delay in commencement must be formally communicated and approved by the client/owner.

- **Pre-Start Requirements**:
  - Conduct a joint inspection of the STP to document its initial condition and identify any pre-existing issues.
  - Submission and approval of the following documents:

        - **Operation Plan**: Detailed strategy for running the plant.
        - **Maintenance Schedule**: Comprehensive schedule for preventive and corrective maintenance activities.
        - **Staffing Plan**: List of personnel with their qualifications and roles.

- **Mobilization**:
    - Deploy necessary workforce, tools, equipment, and materials to the site before the commencement date.
    - Ensure operational readiness, including initial checks of all machinery, electrical systems, and safety equipment.

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2. Rate of Progress

- **Operational Efficiency**:
    - The plant must operate at the designed capacity or as specified by the contract to achieve the desired treatment standards.
    - Key performance indicators (KPIs) such as treated water quality, sludge management, and energy consumption must be met as per regulatory norms.

- **Maintenance Timelines**:
    - Preventive maintenance tasks shall be completed as per the approved schedule without causing unplanned downtime.
    - Emergency repairs must be undertaken within [agreed-upon timeframe, e.g., 24-48 hours], depending on the nature of the issue.

- **Reporting and Milestones**:
    - Weekly and monthly progress reports shall be submitted to the client/owner, detailing:
        - Operational parameters and compliance with effluent discharge standards.
        - Status of maintenance activities.
        - Any delays or issues encountered and actions taken to resolve them.
    - Annual audits or reviews shall be conducted to assess overall progress and performance.

- **Adjustment to Progress**:
    - The operator shall adjust the rate of work to address any delays, changes in operational requirements, or unforeseen

challenges, ensuring compliance with deadlines and regulatory standards.

The Operator must commence, execute and complete with such expedition as the Owner's Representative shall require and in a manner satisfactory to the Owner's Representative all works for which he has accepted orders

16. SKILLED WORKMEN TO BE EMPLOYED

Plant Manager- Graduate/Post Graduate in Civil, Public Health, or Environmental Engineering with 3yrs in STP with ASP technology with BNR and Disc filter, Ultra Filtration &UV Disinfection,Operation & Maintenance, Liason with Government, KSPCB & BESCOM Authorities.

Plant Supervisor- Graduate in EEE/Mechanical with 2yrs experience in STP with ASP technology.

Operators for STP - Diploma in Civil, Mechanical, Electrical with 2yrs experience in STP with ASP technology.

Plant Chemist - Graduate in Environmental science/Chemistry having 2yrs experience in STP laboratory (sampling/analysis)

Lab Asistant - Graduate in Environmental science/Chemistry having 1yrs experience in STP laboratory (sampling/analysis)

Electrician - ITI Certification in Electrical with 2yrs experience in STP Operation & Maintenance.

Instrumentation and Control Technician-Diploma Certification in Electrical Engineering with 2yrs experience in STP Operation & Maintenance.

Fitter/ Mechanic - ITI Certification with 2yrs experience in STP Operation & Maintenance.

The operation and maintenance of a Sewage Treatment Plant (STP) require skilled personnel to ensure efficient and safe functioning. Below is a detailed outline of the key considerations regarding the employment of skilled workmen:

1. Categories of Skilled Workmen

The Operator shall employ only competent and skilled persons to do the work. The Operator shall furnish a list of key personnel, skilled and semi-skilled personnel proposed to be employed by him for this plant with their name, educational qualification and experience in years at the time of signing the agreement. This list shall form part of the agreement. The Operator shall replace any personnel only with individuals possessing equal or higher qualifications and experience, subject to prior approval from the Owner's Representative/BWSSB. The Operator must inform BWSSB at least one month in advance of any proposed personnel change. The new personnel shall be appointed only after being interviewed and approved by the designated BWSSB Engineer-in-Charge within 15 days of notification. Further, the outgoing personnel shall ensure proper Knowledge Transfer (KT) to the incoming personnel within the subsequent 15 days.In case any personnel intends to go on leave, the Operator shall obtain prior approval from the BWSSB Engineer-in-Charge. The Operator shall also ensure that a qualified substitute is deployed for the duration of the leave to maintain uninterrupted operations.

Whenever the Owner's Representative has to inform him in writing that any person on the work is in his opinion unsatisfactory or incompetent or unfaithful or dishonest or untruthful or disorderly or otherwise unsuitable such person shall be discharged from the work and shall not be employed again on it.

- **ABSENCE OF THE OWNER'S REPRESENTATIVE**

If and so often as it may happen that the Owner's Representative shall be absent from the works for any cause whatsoever the Owner's Representative shall act as the Owner's Representative during his absence or until the Board shall appoint some other person to act as such Owner's Representative and Owner's Representative or other person appointed as aforesaid as the case may be shall during the said absence of the Owner's Representative, have all the powers and duties relating to all the matters and things in connection with the works or any disputes and difference arising there from or in any way connected there with, as are conferred on the Owner's Representative by virtue of this contract.

- **MATERIALS, IMPLEMENTS AND LABOUR PROVIDED**

Expect for such materials as are herein stated to be supplied by the Board, the Operator shall at his cost and charges furnish all materials and labour and everything necessary for the complete performance of this contract.

- **OWNER'S REPRESENTATIVE TO HAVE RIGHT TO INSPECT PLACES FROM WHERE MATERIALS ARE OBTAINED**

The Owner's Representative shall have the right to inspect and verify the sources of materials intended for use in the operation and maintenance of the Sewage Treatment Plant (STP). This includes, but is not limited to, quarries, factories, suppliers, or any other locations from where materials are procured.

The Contractor shall provide all necessary access, assistance, and information required for such inspections, including but not limited to:

Facilitating site visits by the Owner's Representative or their authorized personnel.

Providing documentation, certifications, and test results confirming the quality and compliance of materials with the agreed specifications.

Ensuring that the materials sourced comply with all applicable local and statutory regulations.

The Owner's Representative reserves the right to reject materials that do not conform to the required quality, specifications, or regulations. Any costs or delays arising from the use of such non-compliant materials shall be solely borne by the Contractor.

All places wherein any materials are being made or obtained for the works and the whole of the process connected therewith and all the other operations of the Operator or any authorized sub - Operator, manufacturer or tradesman shall be open to the inspection and control of the Owner's Representative and all persons authorized by him at all times. The Operator has to furnish the test report, Manufacturers recommendations for the materials used for the performance of the contract. The Owner's Representative in his discretion shall have the right for replacement of Operator's staff who is found to be unfit to discharge the duties.

- **MATERIALS AND WORKMANSHIP INFERIOR WORK TO BE AMENDED PROCEEDINGS ON REFUSAL**

Here's a draft clause addressing **Materials and Workmanship – Inferior Work to be Amended; Proceedings on Refusal** for the operation and maintenance of an STP:

Materials and Workmanship – Inferior Work to be Amended; Proceedings on Refusal

1. **Standards of Materials and Workmanship**:
   All materials used and workmanship performed in the operation and maintenance of the Sewage Treatment Plant (STP) must strictly adhere to the specifications, standards, and quality requirements outlined in the contract.
2. **Rectification of Inferior Work:**
   If any materials or workmanship are found to be of inferior quality, defective, or not in compliance with the contractual requirements, the Owner's Representative shall notify the Contractor in writing. The Contractor shall promptly rectify or replace such materials or re-perform the work to the satisfaction of the Owner's Representative, without any additional cost to the Owner.
3. **Inspection and Approval**:
   The rectified work or replacement materials shall be subject to inspection and approval by the Owner's Representative. Any delays caused by the need for rectification shall not be grounds for an extension of time unless explicitly agreed upon in writing by the Owner.
4. **Proceedings on Refusal**:

If the Contractor refuses or fails to amend defective work or replace substandard materials within a reasonable time as determined by the Owner's Representative:

- The Owner shall have the right to procure the required materials or services from an alternative source or arrange for the defective work to be corrected by a third party.
- Any costs incurred by the Owner in such proceedings, including administrative expenses, shall be recoverable from the Contractor, either by deduction from payments due under the contract or as a debt owed by the Contractor.

5. **No Waiver of Rights**:

   Acceptance of any defective or substandard work by the Owner or failure to enforce rectification immediately shall not constitute a waiver of the Owner's right to require full compliance with the contract terms at any time during the contract period.

If any material brought upon to the site of works or to the places where any operations have been or being carried out in connection with or for the purposes of the works, be in the judgment of the Owner’s Representative, of an inferior or improper description or improper to be used in the works, the said materials or workmanship shall where required by the said officer be removed or amended by the Operator forthwith or within such period or every breach by the Operator of this clause, the Owner’s Representative is hereby authorized to remove or cause to be removed the materials and workmanship so objected to or any part thereof, and replace the same with such other materials and workmanship as shall be satisfactory to him and there upon the Operator shall on demand repay to the Board the expense incurred thereby or to which the Board may be put or be liable in connection therewith, the amount thereof to be certified by the Owner’s Representative whose certificate shall be final.

- **OPERATOR NOT TO OCCUPY LAND ETC., AFTER NOTICE FROM THE OWNER’S REPRESENTATIVE**

Occupancy Restrictions:
The Operator shall not occupy, use, or obstruct any land, premises, or facility beyond the agreed-upon areas specified for the operation and maintenance of the Sewage Treatment Plant (STP) without prior written approval from the Owner or the Owner’s Representative.

Notice to Vacate:
Upon receiving written notice from the Owner’s Representative, the Operator shall vacate or cease using any designated land, premises, or facility within the timeframe specified in the notice.

Restoration of Site:
The Operator shall restore the vacated land, premises, or facility to the condition stipulated in the contract or as otherwise directed by the Owner’s Representative. Any costs associated with the restoration shall be borne by the Operator unless otherwise agreed in writing.

Non-Compliance:
If the Operator fails to vacate or restore the site as directed:

The Owner shall have the right to take necessary actions, including removing the Operator’s equipment, materials, or personnel from the site.

Any costs incurred by the Owner in enforcing this provision, including damages or restoration expenses, shall be recoverable from the Operator.

Liability for Extended Occupation:
Continued occupation or unauthorized use of land, premises, or facilities after notice shall render the Operator liable for any resulting losses, damages, or penalties incurred by the Owner.

No Impact on Operations:
The Operator shall ensure that the vacating or cessation of use does not compromise the ongoing operation and maintenance of the STP or cause disruption to its functioning.

In no case, shall the Operator continue to use or occupy or allow to be used or occupied any land or property either for the deposit of materials or plant or for any purpose whatever after written notice from the Owner’s Representative shall have been addressed to the Operator at his usual or last known place of abode or business and sent through the post offices or other modes of delivery requiring the Operator to remove or cause to be removed all such materials or plant from any such land or property as aforesaid or to give up vacant possession of such land or property to the Owner’s Representative and should any such materials or plant remain upon any such land or property or shall any such land or property remain occupied or be used after such notice for any purpose whatsoever as aforesaid, then and in every such case and as often as the same shall happen the Operator shall forfeit and on demand pay to the Board the sum of Rs. 1000/- (One thousand only) per day as and for liquidated damages for each and every day during which the said lands or property are so used and occupied as aforesaid from the time such notice has been given.

- **RESPONSIBILITY FOR ACCIDENTS, DAMAGES ETC.,**

Operator's Liability
The Operator shall be fully responsible for any accidents, damages, or

liabilities arising during the operation and maintenance of the Sewage Treatment Plant (STP). This includes:

- Injury or harm to personnel, workers, or third parties.
- Damage to property, equipment, or surrounding infrastructure.
- Environmental damage, including pollution or non-compliance with statutory norms.

Compliance with Safety and Environmental Standards
The Operator shall:

- Follow all applicable safety protocols and environmental regulations to prevent accidents.
- Ensure that all discharges and operations comply with legal and regulatory requirements.

Indemnity
The Operator shall indemnify and hold the Employer/Owner harmless from any claims, losses, damages, or penalties arising due to negligence, improper maintenance, or operational lapses.

Insurance Obligations
The Operator shall maintain sufficient insurance coverage to address:

- Worker injuries or fatalities.
- Third-party liabilities for accidents or damages.
- Damage to the STP and related infrastructure.

Reporting and Remediation
In the event of an accident or damage:

- The Operator must immediately notify the Employer/Owner and take necessary actions to mitigate further risks.
- All damages caused due to the Operator's negligence must be repaired or compensated at their own cost.

Breach of Responsibility
Failure to uphold these responsibilities may result in penalties, claims, or termination of the contract, with all associated costs borne by the Operator.

The care of the whole of the permanent works shall remain with the Operator who shall be responsible for all accidents or damages from whatever cause arising and chargeable for anything that may be stolen, removed, destroyed, damaged to whomsoever belonging and also for making good all defects and damages to the said works or to any property adjoining or any cause whatever, whether such damage or defects were occasioned by the negligence of the

Operator or not or may be or might have been discovered during the progress to be known after the completion whereof or whether payment may wholly or partially have been made or the works approved as supposed to have been properly done and no certificate of approval of any works by any officers or members of the Board shall affect or prejudice the right of the Board against the Operator or be considered or held as at all conclusive as to the sufficiency of any works or materials.

- **SUSPENSION OF PROGRESS**

Authority to Suspend
The Employer/Owner reserves the right to order the Operator to suspend, in whole or in part, the operation and maintenance activities of the Sewage Treatment Plant (STP) for any of the following reasons:

- Non-compliance with the terms of the contract.
- Safety concerns or risk of harm to personnel, property, or the environment.
- Regulatory violations or directives from government authorities.
- Operational deficiencies, including failure to meet performance standards.
- Force majeure events as defined in the contract.

Notice of Suspension
a. The Employer/Owner shall issue a written notice specifying the reasons for suspension and the scope of activities to be halted.
b. The Operator must immediately comply with the suspension order and take necessary measures to ensure the safety and preservation of the STP and its assets during the suspension period.

Operator’s Obligations During Suspension

- The Operator shall maintain essential operations as required to prevent damage, environmental harm, or degradation of the STP.
- All personnel, equipment, and resources should remain in a state of readiness to resume operations promptly when instructed.
- The Operator shall address the issues that led to the suspension and implement corrective actions to the satisfaction of the Employer/Owner.

Resumption of Work

- The Employer/Owner shall issue a written notice for the resumption of activities once the reasons for suspension have been resolved.

- The Operator must resume all suspended activities immediately upon receiving such notice.

The Operator shall without recompense claim or demand, delay or suspend the progress of the works or any part thereof, if and when and so often as required by the Owner's Representative and for such times as may in the judgment of the Owner's Representative be necessary for the purposes or advantages of the undertaking and shall whenever directed by the Owner's Representative and upon all needful occasions whether directed by the Owner's Representative and upon all needful occasions whether directed or not at the Operator's expense properly cover down and secure so much of the works as may be liable to sustain damage from weather or any other cause and shall at all times and forthwith when required properly make good to the satisfaction of the Owner's Representative all damages or injury which such works or any part thereof may have sustained.

- **RECOVERY ETC., OF MONEY PAYABLE TO BWSSB**

General Provisions
Any money payable by the Operator to the Owner under the terms of this contract, including but not limited to penalties, damages, compensation, or other charges, may be recovered by the Owner through the methods outlined in this clause.

Modes of Recovery
The Owner may recover the amounts due through any of the following methods:
a. **Deduction from Payments**

- The Owner may deduct the payable amount from any bills, invoices, or payments due to the Operator under this contract or any other contracts with the Owner.
  b. **Retention from Performance Security**
- The Owner may recover the amount by encashing or appropriating the Performance Security submitted by the Operator.
  c. **Direct Payment Demand**
- The Owner may issue a written demand for payment, requiring the Operator to pay the amount directly within a specified period.
  d. **Legal Remedies**
- If the Operator fails to pay the amount due within the stipulated time, the Owner may initiate legal proceedings to recover the amount, including interest and associated legal costs.

Interest on Outstanding Amounts
Any amount payable by the Operator that remains unpaid beyond the due date shall attract interest at a rate of ___% per annum, calculated from the due date until the date of actual payment.

Penalties and Fines
If the recovery is due to non-compliance, breach of contract, or failure to meet performance standards, additional penalties as specified in the contract may also be applied.

Notification of Recovery
a. The Owner shall provide the Operator with a written notice specifying:

- The nature and amount of the claim.
- The reason for recovery.
- The method and timeline for recovery.
  b. The Operator shall have the opportunity to present any objections or clarifications within a stipulated period before the recovery is finalized.

Adjustment in Subsequent Payments
If the recovery amount exceeds the payments currently due to the Operator, the balance may be adjusted against future payments until the entire amount is recovered.

Final Settlement
Any recovery not addressed during the contract period shall be settled during the final closure of the contract. The Owner may withhold final payments until all dues are cleared.

Operator's Liability
The Operator shall remain fully liable for the payment of all recoverable amounts, irrespective of any disputes or claims, unless resolved through mutual agreement or arbitration.

Arbitration for Disputes
In case of disputes regarding the recovery amount or method, the matter shall be resolved through the dispute resolution or arbitration mechanism specified in the contract.

All losses, costs, damages and expenses and other money payable to the Board by the Operator under any stipulation in this contract, may be retained out of any money then due or which may subsequently become due from the Board to the Operator under this or any other contract or otherwise howsoever and in case such money then due or to become due to the Operator by the Board shall be insufficient to pay such losses, costs, damages and other money payable to the Board by the Operator it shall be lawful for the Board without any further

consent on the part of the Operator to sell and dispose of any or all of the Government promissory notes or securities deposited with the Board by the Operator as aforesaid and with and out of the proceeds of such sale, after payment of all expenses connected therewith or reimburse and pay to the Board all such losses, costs, damages and expenses and other money payable to the Board by Operator and in case such proceeds of sale of the said Government promissory notes or securities shall be insufficient for such purpose then and in that case, shall be lawful for the Board to recover the residual thereof and if necessary legal proceedings would be initiated against the Operator.

The operator responsibility

1 The operator has to liaison with KSPCB to obtain KSPCB CFO/CFE or renewal of CFO and should get monthly analysis reports from M/s KSPCB which should be maintained and made available to the inspecting officer of the Board Should be shared to the employer in hard copy/soft copy/scanned copy after duly signed by the operator and engineer in charge. If parameters breach in the report of M/s KSPCB the operator has to submit the compliance report accordingly.

2. The operator has to ensure that inflow and outflow flow meter data and online continuous effluent monitoring system data are transmitted to BWSSB Central SCADA at Shimsha Bhavan and KSPCB/CPCB Server and the operator should maintain average daily OCEMS data site and made available to the inspecting officer of the Board and Should share to the employer in hard copy/soft copy/scanned copy after daily signed by the operator and engineer in charge.

3.The operator has to do recharge of SIMs present in the modems to transmit data to Central Scada, KSPCB/CPCB Server.

4. The operator has to test the outlet water, inlet water and sludge sample fortnightly at NABL accredited laboratory records should be maintained and made available to the inspecting officer of the Board and Should be shared with the employer in hard copy, soft copy and scanned copy after duly signed by the operator and engineer in charge. If parameters are breached in the report of NABL, an accredited laboratory the operator has accordingly submit the compliance report

5.The operator should share the plant's daily activities like the flow meter GPS picture video, O&M staff pictures/videos shift-wise, and GPS pictures/Videos of Major and Minor repairs carried out at the plant, consumables consumed in the plant etc as per instructions of the board engineer in charge

6. The operator has to liaison with the electrical inspector and operator has to bear the electrical inspectorate inspection fee and should attend to submit the

compliance report to the observations made by the electrical inspector from the Class I electrical contractor.
7. The Operator shall submit the BESCOM electricity bill to the BWSSB Division Office on or before the 5th of every month and shall carry out all necessary liaisoning with BESCOM for billing and related matters.

8. Operational Cost Criteria :“The successful bidder shall ensure the treated effluent quality would be as prescribed at all times. All the parameters as specified have to be strictly adhered to other wise penalty will be imposed as per tender conditions”

The plant shall have fulfilled the operating cost criteria if the operating costs determined during the “Tests alter Completion” are in agreement with or less than those detailed in the Contractor’s Functional Guarantee. Penalty for not meeting the quality criteria shall be as specified elsewhere in the document. “If, the Outlet quantity is less than the Design Capacity of STP, penalty shall be imposed at Rs. 5 (rupees five) per Kilo Liter.”

- **BWSSB MAY TERMINATE THE CONTRACT IN CASE OF INSOLVENCY OR WANT OF DUE DILIGENCE**

1. **Termination for Insolvency**
   a. The Owner may terminate the contract immediately by issuing a written notice if the Operator:
      - Becomes insolvent or is adjudicated as bankrupt.
      - Enters into liquidation or any arrangement with creditors due to financial instability.
      - Has a receiver, trustee, or administrator appointed over its assets.

      b. Upon termination for insolvency, the Owner shall have the right to:
      - Take over the operation and maintenance of the STP.
      - Retain any payments due to the Operator for offsetting losses or damages incurred by the Owner.
2. **Termination for Want of Due Diligence**
   a. The Owner may terminate the contract if the Operator fails to demonstrate due diligence in performing its obligations, including but not limited to:
      - Consistent failure to meet operational or maintenance standards.
      - Negligence leading to damage, accidents, or non-compliance with environmental and safety regulations.
      - Repeated delays or lack of progress in addressing performance deficiencies.

      b. The Owner shall provide a written notice detailing the deficiencies and allow a reasonable period for the Operator to rectify them.
      c. If the Operator fails to address the deficiencies within the specified period, the Owner may terminate the contract and recover any associated losses.

3. **Consequences of Termination**
   a. Upon termination, the Operator shall:
   - Cease all activities related to the STP as directed by the Owner.
   - Handover all plant equipment, records, and assets in good condition.
   - Settle any pending liabilities, including payments to workers or subcontractors.

   b. The Owner shall have the right to:
   - Engage a third party to take over the O&M activities.
   - Recover costs incurred due to termination, including losses resulting from operational disruptions.

4. **No Compensation for Termination**
   In case of termination for insolvency or want of due diligence, the Operator shall not be entitled to any compensation or claims for loss of profit or business.
5. **Arbitration for Disputes**
   Any disputes arising from the termination shall be resolved as per the dispute resolution or arbitration mechanism outlined in the contract.
6. **If, the successful bidder fails to operate the plant for successive 3 days if**

Should the Operator during the continuance of the contract die or become bankrupt or insolvent or go into liquidation or should he suspend payment or compound with his creditors or from any other cause whatever become unable or fail to carry on the contract with efficiency or should he not progress with any portion of the work assigned to him in the programme given by the Owner's Representative from time to time in the manner intended by the contract or not have work ready in conformity with the terms of the contracts or should his preparations for commencement and his subsequent rate of progress be slow from any cause whatever that be in the opinion of the Owner's Representative or his representative, he shall be unable to carry out the work by the expiration of the specified period or should he refuse or neglect to comply with the directions given to him by the Owner's Representative or his representative or in any other respect act contrary to the terms of the contract, the Board shall have power to declare the contract at an end in which case, the Operator shall only be paid for such portion of the work as shall have been actually delivered in a serviceable condition at the date of such declaration after due deduction of any sum that may be leviable under this contract. The Operator shall in addition be liable to pay to the Board or the Board at their option shall be entitled to further deduct the amount of all losses, damages or expense (including any

excess difference between the contract price of the works to be done under this contract or such portions thereof as may not have been delivered at the date of such declaration as aforesaid and the price which the Board may have to pay for the similar work provided in lieu of such portion as may not have been so delivered) which the Board may be put to or sustain by reason of in consequence of the Operator's breach of contract. The above liability shall be in addition to forfeiture of the retention money and the security deposit specified.

- **MEASUREMENT OF WORK**

 The measurement of work under the operation and maintenance of the Sewage Treatment Plant (STP) shall include all activities and services related to the operation, upkeep, repair, and performance monitoring of the STP as outlined in the contract. This includes but is not limited to:

- Routine operational tasks (e.g., monitoring, testing, and adjusting plant systems).
- Preventive maintenance activities (e.g., cleaning, lubrication, calibration).
- Corrective maintenance (e.g., repairs, replacement of parts).
- Emergency response services.
- Performance assessments and reports.

Method of Measurement
a. **Daily or Monthly Records**

- The Operator shall maintain daily records of activities performed and resources used. These records will be submitted to the Owner on a monthly basis or as specified in the contract or as per the instructions/requirement of employer representative .
  b. **Performance Indicators**
- The Operator's performance shall be measured against key performance indicators (KPIs) established in the contract, such as wastewater quality, treatment capacity, downtime, and adherence to safety and environmental standards.
  c. **Work Orders and Reports**
- For any maintenance, repairs, or emergency work carried out, the Operator shall issue work orders and provide detailed reports documenting the nature of the work, materials used, and time spent.

Verification and Inspection
a. The Owner or their appointed representative reserves the right to inspect and verify the measurement of work performed by the Operator at any time.
b. The Owner may conduct random audits of maintenance logs, equipment performance, and operational efficiency to ensure compliance with the contract terms.

c. All measurements shall be based on actual physical work performed or outputs delivered, as verified through inspection or testing.

Payment for Measured Work
a. Payments to the Operator for work completed shall be based on the measured quantities of work performed, as documented and verified by both parties.
b. If the Operator is required to perform additional work beyond the contracted scope, payment will be based on mutually agreed rates for extra work or services.
c. The Owner may withhold payment if the measurement of work is incomplete or if there are discrepancies in the records.

Disputes Over Measurement
a. In the event of any disagreement or dispute regarding the measurement of work, both parties shall attempt to resolve the matter through mutual negotiation.
b. If a resolution cannot be reached, the matter will be referred to the dispute resolution procedure outlined in the contract, which may include arbitration or other methods.

Documentation and Reporting
a. The Operator shall submit monthly reports documenting:

- Total work performed.
- Work progress, including any delays or issues.
- Performance data and maintenance logs.
  b. Reports must be signed by both the Operator's representative and the Owner's authorized personnel to confirm the accuracy of work measurements.

Final Measurement and Close-out
a. Upon completion of the contract, a final measurement will be taken to verify all work completed and determine the final payment due to the Operator.
b. Any discrepancies or incomplete work will be addressed before the final close-out of the contract.

AE/ JE will measure the work monthly. Payment may be made on the monthly rate as per the agreement and based on the satisfactory compliance of the contract, as per schedule in the agreement. The Operator will be at liberty to accompany the AE/ JE in order that they may agree on the measurements but should he neglect to do so, the measurements as recorded by the said officers shall be taken as final and conclusive.

The recorded measurements will be paid once in month. The statutory deductions such as Income Tax, Work Contract Tax (if applicable) will be deducted in the R A bills in the prevailing rates.

PROTECTION AGAINST CLAIMS FOR THE USE OF PATENTS

Protection Against Claims for the Use of Patents

1. **Indemnity for Patent Infringement**
   The Operator shall fully indemnify and hold harmless the Owner, its employees, agents, and contractors against any claims, damages, liabilities, or expenses arising from the infringement of any patents, trademarks, copyrights, or intellectual property rights resulting from the use of equipment, machinery, technology, or processes employed during the operation and maintenance of the Sewage Treatment Plant (STP).

2. **Responsibility for Patent Fees**
   a. The Operator shall bear all costs associated with defending any claims or suits brought against the Owner for patent infringement.
   b. The Operator shall be responsible for any royalty fees or other charges payable to patent holders for the use of patented technologies, products, or processes in connection with the STP's operation and maintenance.

3. **Notification of Patent Claims**
   a. If any third-party patent infringement claims are made against the Operator or the Owner, the Operator shall promptly notify the Owner of such claims.
   b. The Operator shall provide reasonable assistance to the Owner in the defence of any patent-related claims, including access to relevant documentation, technology, and personnel.

4. **No Use of Infringing Materials**
   The Operator shall ensure that no patented materials or technologies used in the operation or maintenance of the STP infringe upon existing patents, trademarks, or other intellectual property rights. If the Operator is made aware of any potential infringement, it shall immediately cease the use of such materials or technologies and replace them with non-infringing alternatives, at its own cost.

5. **Ownership of New Inventions or Improvements**
   a. Any new inventions, improvements, or innovations developed by the Operator during the term of the contract related to the operation or maintenance of the STP shall be the property of the Operator unless otherwise agreed in writing.
   b. The Operator shall ensure that no such inventions or improvements infringe upon the intellectual property rights of third parties.

6. **Liability for Third-Party Claims**
   a. If a claim for patent infringement is made by a third party as a result of the Operator's use of patented materials or processes, the Operator shall:
      - Defend the claim at its own expense.
      - Bear any settlement costs, fines, or penalties imposed by the court or applicable authorities.
        b. In case the Owner is required to settle any such claim or pay damages, the Operator shall reimburse the Owner in full for any amounts paid, including legal costs.

7. **Protection Against Future Claims**
   The Operator agrees to maintain, at its own expense, licenses, patents, or other intellectual property rights necessary for the continued operation and maintenance of the STP, ensuring that no future claims for patent infringement arise from its use of such technologies.

8. **Dispute Resolution**
   Any dispute arising from patent infringement claims or related intellectual property issues shall be resolved through the dispute resolution procedure specified in the contract, which may include arbitration or other methods agreed upon by both parties.

All fees for any patented invention, articles or arrangement, that may be used or in any manner connected with the maintenance of the works or any part thereof embraced in these specifications, shall be included in the price mentioned in the bill of quantities and Operator shall protect and hold harmless the Board against any and all demand for such fees or claims and before the final payment and settlement is made on account of this contract; the Operator, if required must furnish acceptable proof of proper and satisfactory release from all such claims.

- **AUDITS**

Right to Conduct Audits
The Owner reserves the right to conduct audits at any time during the term of the contract to ensure that the Operator is complying with all contractual obligations and performance standards related to the operation and maintenance of the Sewage Treatment Plant (STP). These audits may include, but are not limited to:

- Operational performance and efficiency.
- Compliance with safety, health, and environmental regulations.
- Financial records related to expenditures and billing.
- Maintenance records, including preventive and corrective actions taken.

- Documentation related to staff training, certifications, and safety measures.

Audit Frequency and Notification
a. The Owner may conduct audits on a regular basis, as specified in the contract, or on an ad-hoc basis whenever deemed necessary.
b. The Owner shall provide written notice to the Operator at least 15 days in advance of an audit. However, in cases of suspected urgent issues, the Owner may conduct immediate audits without prior notice.

Audit Process
a. **Scope and Access**

- The Operator shall grant the Owner and its authorisedrepresentative's full access to all relevant records, documents, facilities, and personnel during the audit.
- The audit may be conducted on-site at the STP or remotely by reviewing records and reports submitted by the Operator.
  b. **Audit Team**
- The Owner may appoint third-party auditors or internal personnel to perform the audit.
- The Operator shall cooperate fully with the audit team, providing necessary documentation and facilitating the audit process.

Cooperation and Assistance
The Operator shall provide all necessary cooperation and assistance during the audit process, including:

- Furnishing records, reports, and other documents as requested.
- Allowing access to personnel and staff involved in the operation and maintenance activities.
- Providing explanations or clarifications related to audit findings when necessary.

Audit Findings and Reports
a. Upon completion of the audit, the Owner shall issue a report summarizing the findings, including any discrepancies, deficiencies, or areas of non-compliance identified during the audit.
b. The Operator shall review the report and, within ___ days, provide a written response to the Owner, outlining corrective actions or explanations for any findings.

Corrective Actions
If the audit identifies any issues requiring corrective actions, the Operator shall:

- Implement corrective measures within a reasonable time frame as agreed upon with the Owner.
- Inform the Owner of the progress and completion of corrective actions.
- Bear the cost of any corrective actions or improvements necessary to meet contract specifications.

Audit Costs
a. The cost of conducting regular audits shall be borne by the Owner.
b. If the audit reveals substantial non-compliance or deficiencies that result in additional costs (e.g., need for repairs, replacements, or financial adjustments), the Operator shall bear the costs associated with these corrective actions.

Penalties for Non-Compliance
If the audit uncovers material breaches, non-compliance with performance standards, or failure to meet safety and environmental regulations, the Owner may impose penalties as per the terms of the contract. Persistent or significant non-compliance may lead to further actions, including contract termination.

Confidentiality
The Owner agrees to maintain the confidentiality of all proprietary information obtained during the audit process, and shall not disclose such information to third parties, except as required by law or as necessary to resolve issues identified during the audit.

Bangalore Water Supply And Sewerage Board may designate any responsible person to carry out an annual audit of a technical nature in relation to the operation and maintenance of the facilities, to visit and inspect the facilities with the Operator's officers and staff, upon giving the Operator fourteen (14) days' notice. Such audit shall be carried out at reasonable times and so as not to impede or otherwise delay the Operator in the performance of the services or its obligations under this contract.

- **PROTECTION OF THE ENVIRONMENT**

The **protection of the environment during the operation and maintenance of a Sewage Treatment Plant (STP)** is critical to ensure sustainability and compliance with environmental regulations. Below are some key measures and practices to protect the environment:

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1. Proper Handling and Disposal of Sludge

- Regularly remove and treat sludge to prevent accumulation.
- Use sludge drying beds or digesters for safe handling.
- Dispose of sludge in compliance with local environmental guidelines or reuse it as fertilizer if appropriately treated as per instructions engineer in charge of the plant.

2. Effluent Quality Monitoring

- Continuously monitor treated water to ensure it meets discharge standards (e.g., BOD, COD, pH, TSS, TP,TN,Faecal Coliform, Residual Chlorine, etc.).
- Implement real-time monitoring systems for early detection of process issues.
- Avoid untreated or partially treated effluent discharge.

3. Odor Management

- Use biofilters or activated carbon filters to control foul odors.
- Seal open tanks and channels where possible.
- Ensure regular maintenance of equipment to prevent odor leaks.

4. Energy Efficiency

- Use energy-efficient equipment, such as variable frequency drives (VFDs) and energy-optimized aerators.
- Install solar panels or biogas recovery systems to reduce the STP’s carbon footprint.
- Conduct energy audits regularly.

5. Chemical Usage

- Minimize the use of chemicals, opting for biological treatment methods when possible.
- Properly store and handle chemicals to prevent spills and contamination.
- Ensure all chemical containers are labelled and disposed of safely.

6. Preventing Ground and Surface Water Contamination

- Ensure the integrity of tanks and pipelines to prevent leaks.
- Construct impermeable liners beneath sludge drying beds.
- Avoid direct discharge into water bodies unless treated water meets quality standards.

7. Noise Control

- Use soundproofing measures for equipment such as blowers and pumps.
- Schedule noisy operations during daytime hours.

8. Waste Management

- Segregate and properly manage solid waste from grit chambers and screens.
- Recycle or reuse materials where feasible, such as treated sludge or biogas as per the instructions of the BWSSB engineer in charge.
- Dispose of non-recyclable waste following environmental regulations.

9. Environmental Compliance

- Regularly update operations to align with evolving environmental laws and standards.
- Maintain accurate records of effluent quality, sludge disposal, and energy usage as per the instructions of the BWSSB engineer in charge of the treatment plant.

10. Community and Ecosystem Considerations

- Maintain a green buffer zone around the STP to minimize the impact on nearby residents.
- Educate staff and stakeholders about environmental responsibilities.
- Conduct periodic environmental impact assessments (EIA) and address findings.

The Operator shall take all reasonable steps to protect the environment (both on and off the site) and to limit the damage and nuisance to people and property resulting from pollution, noise and other results of his operations. The Operator shall ensure that air emissions, surface discharges and effluent from the site shall not exceed the values prescribed by applicable law.

- **SERVICE OF NOTICE**

For the purpose of this contract, any notice to Operator from the Owner's Representative shall be deemed to be served upon the Operator if it be addressed to him or in which he signs the tender and be handed to him or in the case of a firm to any member of the firm personally or in the case of a company to the Secretary personally or left at his usual place of business or posted to him by a prepaid registered letter properly addressed to the name and address given in his letter of tender or such other address as the Operator may notify in writing to the Owner's Representative for this purpose.

- Not Used

- **JURISDICTION**

All disputes under the contract shall be subject to the Court in Bangalore jurisdiction only.

Key Jurisdictional Authorities

a. **Local Municipal Authority**

- Responsible for overseeing STP operations within the municipal area.
- Handles disputes related to compliance with local environmental and wastewater management regulations.

b. State Pollution Control Board (SPCB)

- Regulates and monitors effluent discharge standards and environmental compliance.
- Deals with violations of environmental laws, such as water and air pollution control acts.

c. National Green Tribunal (NGT) (in applicable countries)

- Addresses environmental disputes related to pollution, environmental harm, and statutory non-compliance.
- Ensures adherence to environmental regulations and remediation of ecological damage.

d. Contractual Jurisdiction

- For disputes between the STP operator and contractors, vendors, or service providers, the jurisdiction is defined in the service agreement or contract.
- Typically includes provisions for arbitration, mediation, or adjudication in case of disputes.

e. Judicial Courts

- Local civil courts or high courts may handle disputes involving contractual breaches or compensation claims.
- Higher courts may be approached for appeals or significant legal challenges.

e. Labour or Industrial Tribunals

- Resolves disputes between the STP management and employees or unions, including issues of wages, safety, or unfair practices.

f. Regulatory Bodies and Local Governance

- Urban Development Authorities or Water Resource Departments may have jurisdiction over broader urban or regional water management disputes.

- **FORCE MAJEURE**

Force Majeure refers to unforeseeable and uncontrollable events that prevent or hinder the performance of obligations under a contract. In the context of a Sewage Treatment Plant (STP) during operation and maintenance, invoking a **Force Majeure clause** can protect parties from liabilities arising from such events.

Definition of Force Majeure

Force Majeure events are typically defined in contracts and may include:

- **Natural Disasters**: Floods, earthquakes, tsunamis, hurricanes, or other extreme weather events.
- **Man-Made Events**: Riots, wars, terrorism, or civil disturbances.
- **Government Actions**: Changes in law, regulatory restrictions, or revocation of permits.
- **Pandemics or Epidemics**: Outbreaks like COVID-19 affecting workforce availability or supply chains.
- **Utility Failures**: Prolonged power outages or breakdowns in essential services.

Any delays or failure in the performance of the contract by the Operator shall not constitute default hereunder or give rise to any claims for damages, if any, to the extent that such delays or failure of performance is caused by occurrences such as Acts of God or expropriation or confiscation of facilities by Government authorities, compliance with any order or request of any Government authorities, acts of war, rebellion, sabotage, commotion, insurrection, military action, usurped power, floods, earth quake, calamity, transport strike, general strikes and riots. The question of continuance of the suspension of works due to conditions of Force Majeure or termination of the contract shall be settled by mutual agreement between the Bangalore Water Supply and Sewerage Board and Operator, failing which such agreement shall be settled as provided in clause 35.

- **OPERATORS RESPONSIBILITY**

Upon occurrence of an event considered by the Operator to constitute Force Majeure and which affects performance of his obligations, he shall promptly notify the Bangalore Water Supply and Sewerage Board’s representative and shall endeavour to continue to perform his obligations. The Operator shall also notify the Bangalore Water Supply and Sewerage Board’s representative of any proposals, including any reasonably alternative means for performance, but

shall not effect such proposals without the consent of the Bangalore Water Supply and Sewerage Board’s representative.

- **STAFF WELFARE AND INSURANCE**

43.1 All labour and other employees of the Operator should be covered with comprehensive insurance, against all risks, especially covered for jobs under hazardous conditions. A photocopy of the policy should be furnished to the Board. The policies should be kept alive till the completion of the contract period.

43.2 The Operator shall produce a fitness certificate from any authorized Medical officer of the Government Hospital for all the Technical staff and labour staff to be employed.

43.3 The Operator will be responsible for making available the safety equipment and loose tools as required for the work. If the Operator fails to keep the safety equipment and loose tools, the Board will procure the above, and the cost will be deducted immediately from the bills payable to the Operator with a penalty of Rs. 20000/- for each occasion.

43.4 Approval of Insurance:- The Operator shall effect all insurance for which he is responsible with insurers and in terms approved by the Bangalore Water Supply and Sewerage Board. Each policy insuring against loss or damage shall provide for payments to be made in the currencies required to rectify such loss or damage.

43.5 The Operator shall also ensure the facilities of Bangalore Water Supply and Sewerage Board, the Operator and Sub-Operators as co-insured against all loss or damage. The insurance shall cover loss or damage from

a) Force Majeure
b) Theft
c) Replacement of major and critical equipment as per the list.
d) Workmen's compensation insurance to cover all the employees as per the Labour Act and other statutory requirements

43.6 Compliance with conditions of Insurance Policies:- The Operator (and if appropriate, Bangalore Water Supply and Sewerage Board) shall comply with the conditions stipulated in each of the insurance policies. The Operator shall make no material alteration to the terms of any insurance without prior approval of the Bangalore Water Supply and Sewerage Board. If an insurer makes (or proposes to make) any such alteration, the Operator shall notify Bangalore Water Supply and Sewerage Board immediately upon becoming aware thereof.

43.7 Submission of Insurance Documentation:- The Operator shall, within 10 days from the date of award, submit to the Bangalore Water Supply and Sewerage Board,

a) Evidence that the insurance described has been affected and
b) Copies of the policies for the insurance described.

When each premium has been paid, the Operator shall submit copy of the receipts to Bangalore Water Supply and Sewerage Board. The Operator shall be solely responsible for the safety of all related items involved in performance of the contract commencing from the date of handing over. Hence the Operator will be responsible and liable for all events during the period from the date of handing over up to the date of insurance.

43.8 Failure to maintain:- If the Operator fails to effect and keep in force any of the insurance’s required under the contract or fails to provide satisfactory evidence, policies and receipts in accordance Bangalore Water Supply and Sewerage Board may, without prejudice to any other right or remedy, effect insurance for the coverage relevant to such default, any pay the premiums due. Such payments, to the extent they are commercial and reasonable shall be recoverable from the Operator by Bangalore Water Supply and Sewerage Board and may be deducted by Bangalore Water Supply and Sewerage Board from any monies due or become due to the Operator.

43.9 General:- Nothing in this clause limits the obligations, liabilities or responsibilities of the Operator, under the terms of the contract or otherwise. Any amounts not insured or not recovered from the insurers shall be borne by the Operator in accordance with their other obligations under this contract.

- **FACILITIES FOR STAFF AND LABOUR**

The Operator shall provide and maintain all necessary accommodation and welfare facilities for his (and his Sub –Operator's) staff and labour. The Operator shall not permit any temporary or permanent living quarters to be maintained within the structures forming part of the facilities.

- **HEALTH AND SAFETY**

1. **Personal Protective Equipment (PPE)**
    - Provide and enforce the use of appropriate PPE, including gloves, masks, boots, helmets, safety goggles, and chemical-resistant clothing.

2. **Safety Training and Awareness**
    - Regularly train staff on health and safety protocols, including:
        - Safe handling of chemicals.
        - Emergency response procedures.
        - Use of safety equipment and machinery.

3. **Hazard Communication**
    - Display safety signs and instructions clearly around the plant.
    - Label all chemicals and storage areas with appropriate hazard warnings.

4. **Confined Space Safety**
    - Conduct gas testing for oxygen levels and toxic gases before entry.
    - Use harnesses, lifelines, and ventilation systems for confined space work.
    - Maintain a permit-to-work system for all confined space operations.

5. **Chemical Safety**
    - Store chemicals in designated, ventilated, and secure areas.
    - Use secondary containment to prevent spills.
    - Provide Material Safety Data Sheets (MSDS) for all chemicals.

6. **Operational Safety**
    - Regularly inspect and maintain equipment to prevent mechanical failures.
    - Implement lockout/tagout (LOTO) procedures for equipment under maintenance.

7. **Emergency Preparedness**
    - Install safety showers, eyewash stations, and first aid kits.
    - Develop and practice emergency response plans for:
        - Chemical spills.
        - Fire outbreaks.
        - Gas leaks.
    - Ensure availability of fire extinguishers and alarms.

8. **Hygiene Practices**
    - Encourage handwashing after handling sewage or chemicals.
    - Provide clean drinking water and washing facilities for employees.
    - Conduct regular health check-ups for staff.

9. **Monitoring and Audits**
    - Continuously monitor air quality in high-risk areas.
    - Conduct periodic safety audits and inspections to identify and address risks.
10. The Successful bidder has to keep one 4 wheeler vehicle with Driver always in good condition for emergency healthy and safety purpose of all worker's of STP and Employer field Engineer usage.

Health and Safety Regulations and Standards

1. **Occupational Health and Safety Standards**
    - Compliance with local labor laws and international standards like ISO 45001:2018 (Occupational Health and Safety Management Systems).

2. **Environmental and Wastewater Regulations**
    - Adherence to guidelines issued by pollution control boards and environmental authorities for safe wastewater treatment.

3. **Incident Reporting**
    - Maintain records of all accidents, near-misses, and corrective actions taken.

Benefits of Prioritizing Health and Safety

- **Reduced Risks**: Minimizes workplace injuries, illnesses, and fatalities.
- **Increased Productivity**: Healthy and motivated staff contribute to efficient operations.
- **Regulatory Compliance**: Avoids penalties and legal issues.
- **Enhanced Reputation**: Demonstrates commitment to employee well-being and environmental responsibility

Precautions shall be taken by the Operator to ensure the health and safety of his staff and labour. The Operator shall, in collaboration with and to the requirements of the local health authorities, ensure that medical staff, first aid facilities and sick bay service are available at all times, and suitable arrangements are made for all necessary welfare and hygiene requirements and for the prevention of epidemics. The employees shall be vaccinated for Typhoid, Hepatitis A & B, T Tect., regularly as per the prescribed dosage and

intervals. The Operator shall maintain such records and made such reports (if any) concerning health, safety and welfare of persons and damage to the property as are required under the applicable Laws.

The Operator shall appoint a member of his staff at the site to be responsible for maintaining the safety and protection against accidents of personnel on the site. This person shall be qualified for his work and shall have the authority to issue instructions and take protective measures to prevent accidents. The Operator shall send to the Bangalore Water Supply and Sewerage Board's representative details of any accident as soon as possible after its occurrence.

- **PRIVATE OPERATOR'S PERSONNEL**

The Bangalore Water Supply And Sewerage Board's representative may require the Operator to remove (or cause to be removed) any person employed on the site, including the Operator's representative, who in the opinion of the Bangalore Water Supply And Sewerage Board's representative persists in any conduct which prejudicial to safety, health or the protection of the environment. If appropriate, the Operator shall then appoint a suitable replacement person.

- **DISORDERLY CONDUCT**

Disorderly conduct in the context of a Sewage Treatment Plant (STP) during operation and maintenance refers to inappropriate, disruptive, or unsafe behavior by personnel, contractors, or visitors that can affect the safety, efficiency, and compliance of plant operations. Addressing such behavior is critical to maintaining a professional and secure work environment.

Examples of Disorderly Conduct in STP Operations

1. **Workplace Misconduct**
    - Harassment, verbal abuse, or physical altercations among staff.
    - Unprofessional behavior disrupting workflows or team dynamics.

2. **Substance Abuse**
    - Reporting to work under the influence of alcohol or drugs.
    - Possession or use of illegal substances on-site.

3. **Negligence or Recklessness**

- Ignoring safety protocols, such as failure to wear PPE or improper handling of equipment.
- Unauthorized access to restricted areas, posing safety risks.

4. **Theft or Vandalism**
   - Theft of tools, equipment, or plant resources.
   - Intentional damage to plant property or equipment.

5. **Non-Compliance with Rules**
   - Refusal to follow instructions from supervisors or adhere to standard operating procedures (SOPs).
   - Deliberate violation of environmental regulations or workplace policies.

6. **Disruptive Activities**
   - Unnecessary loud noise, horseplay, or distracting others from their duties.
   - Organizing unauthorized gatherings or protests on-site.

Impact of Disorderly Conduct

1. **Safety Risks**
   - Endangers the individual involved and others working in the plant.
   - Increases the likelihood of accidents and equipment damage.

2. **Operational Disruptions**
   - Delays in maintenance schedules and treatment processes.
   - Reduced productivity and morale among employees.

3. **Legal and Financial Repercussions**
   - Violations of safety and environmental regulations can lead to penalties or lawsuits.
   - Increased costs due to repairs, downtime, or legal settlements.

4. **Reputation Damage**
   - A poorly managed workforce reflects negatively on the operator’s professionalism and reliability.

Measures to Address Disorderly Conduct

1. **Policy Implementation**
   - Develop and enforce a **Code of Conduct** specifying acceptable and unacceptable behaviors.
   - Clearly outline consequences for disorderly conduct, including warnings, suspension, or termination.

2. **Employee Training**

- Conduct regular training sessions on workplace ethics, safety, and professionalism.
- Emphasize the importance of teamwork, respect, and compliance with SOPs.

3. **Grievance Redressal Mechanism**
   - Establish a system for employees to report grievances or incidents of misconduct.
   - Ensure confidentiality and impartial investigation of complaints.

4. **Supervision and Monitoring**
   - Appoint supervisors to oversee employee behavior and compliance with rules.
   - Use CCTV and other monitoring tools to deter and detect misconduct.

5. **Disciplinary Actions**
   - Implement a progressive disciplinary system:
     - **First Offense**: Verbal warning and documentation.
     - **Second Offense**: Written warning and counseling.
     - **Repeated Offense**: Suspension or termination, depending on severity.
   - In cases of criminal behavior, involve law enforcement if necessary.

6. **Substance Abuse Policy**
   - Conduct random drug and alcohol testing as permitted by law.
   - Provide counseling or rehabilitation programs for employees with substance abuse issues.

Steps for Handling Disorderly Conduct

1. **Identify the Issue**
   - Observe or receive reports of inappropriate behavior.
   - Document incidents with details such as date, time, location, and witnesses.

2. **Investigate the Incident**
   - Conduct a fair and thorough investigation involving all relevant parties.
   - Gather evidence, such as CCTV footage or witness statements.

3. **Take Immediate Action**
   - For severe misconduct, suspend the individual pending investigation.
   - For minor issues, provide counseling or warnings.

4. **Communicate Outcomes**
   - Inform the individual of the investigation's findings and the consequences.
   - Reinforce the importance of adhering to workplace rules.

5. **Prevent Recurrence**
    - Review policies and training programs to address gaps that led to the incident.
    - Encourage a culture of accountability and mutual respect.

Preventive Measures to Avoid Disorderly Conduct

- Foster a positive workplace culture emphasizing respect, communication, and teamwork.
- Recognize and reward exemplary behavior and contributions.
- Conduct regular reviews of workplace policies and update them to reflect current challenges.

The Operator shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst his staff and labour and to preserve peace and protection of persons and property in the neighborhood of the site against such conduct.

- **ELIMINATION OF CHILD LABOUR**

Child labor is a serious ethical, legal, and social issue that must be strictly avoided in all aspects of the operation and maintenance of Sewage Treatment Plants (STP). Ensuring compliance with laws prohibiting child labor reflects an organization's commitment to human rights, social responsibility, and sustainable development.

Key Principles of Child Labour Elimination

1. **Legal Compliance**
    - Adhere to national and international labor laws, such as:
        - **The International Labour Organization (ILO) Convention No. 138** (Minimum Age) and No. 182 (Worst Forms of Child Labour).
        - Local laws, such as the **Child Labour (Prohibition and Regulation) Act, 1986**, in India, or equivalent legislation in other countries.

2. **Minimum Age Requirement**
    - Ensure no individual below the legal minimum working age (usually 18 for hazardous work) is employed in STP operations.

3. **Prohibition of Hazardous Work for Minors**

- Prevent individuals below 18 years from engaging in hazardous tasks such as handling sewage, operating heavy machinery, or working with toxic chemicals.

Actions in Case of Child Labour Incidents

1. **Immediate Removal**
   - Safely and humanely remove the child from the work environment without harm or penalty.

2. **Rehabilitation Support**
   - Collaborate with local authorities, NGOs, or child welfare organizations to provide education, training, or alternative livelihood options for the affected child and their family.

3. **Legal Reporting**
   - Inform labor authorities or regulatory bodies to comply with legal requirements.

4. **Policy Review**
   - Identify gaps in hiring or compliance processes that led to the incident.
   - Implement stricter checks to prevent recurrence.

a) Attention of Operators are invited to the Child Labour (Prohibition and Regulations) Act 1986, which prohibits employment of children below 14 years of age in certain occupation and process and provides for regulation of employment of children in all other occupations and progress. Employment of child labour is prohibited in Building and Construction industry.

b) Hence, all the Operators are requested to adhere to the provisions in the above Act and see that engagement of child labourers in the operational activities of the Board are completely eliminated. Any violation of the provisions will lead to penal action apart from removing the name of the Operators from the list of registered Operators.

49. HOUSE KEEPING:

Key Aspects of Housekeeping in STP Operations

1. **Cleanliness of Work Areas**
    - Regularly clean floors, platforms, and walkways to prevent accumulation of dirt, grease, or sewage.
    - Ensure that all workstations and operating areas are free from unnecessary tools or materials.

2. **Spill Management**
    - Address spills immediately using absorbents or cleaning agents.
    - Keep spill kits readily available in areas where chemicals or oil are used.

3. **Storage Practices**
    - Store chemicals, tools, and spare parts in designated areas with proper labeling.
    - Use racks, cabinets, or bins to avoid clutter and ensure easy access.

4. **Waste Management**
    - Segregate and dispose of solid, liquid, and hazardous waste according to prescribed protocols.
    - Ensure sludge is handled and stored in a manner that prevents odor, leaks, and contamination.

5. **Ventilation and Drainage**
    - Maintain proper ventilation in all areas to reduce foul odors and improve air quality.
    - Keep drainage systems clear of blockages to prevent water stagnation or overflow.

6. **Lighting and Visibility**
    - Ensure all areas, including confined spaces and walkways, are well-lit.
    - Regularly clean light fixtures to maintain their efficiency.

7. **Pest Control**
    - Implement pest control measures to prevent infestations, which can compromise hygiene and safety.
    - Regularly inspect for rodents, insects, or birds in the plant premises.

Housekeeping Procedures

1. **Daily Activities**
    - Sweep and mop floors.
    - Check and clean equipment surfaces.
    - Empty waste bins and dispose of trash properly.

2. **Weekly Activities**
    - Deep clean tanks, pipelines, and machinery exteriors.
    - Inspect and clean storage areas for tools and chemicals.

- Wash PPE and ensure its availability.

3. **Monthly Activities**
   - Perform comprehensive cleaning of confined spaces (if necessary).
   - Clean vents, exhaust systems, and other hard-to-reach areas.
   - Review and restock cleaning supplies and safety equipment.

Tools and Equipment for Housekeeping

- **Cleaning Tools**: Brooms, mops, dusters, and scrubbers.
- **Safety Equipment**: Gloves, masks, safety goggles, and boots.
- **Waste Management**: Segregated bins, sludge containers, and spill kits.
- **Cleaning Agents**: Biodegradable detergents, disinfectants, and degreasers.

Training and Awareness

- Train staff on housekeeping protocols and the importance of maintaining cleanliness.
- Conduct regular refresher courses to reinforce proper practices.
- Display signage with housekeeping rules and reminders at key locations.

Monitoring and Audits

1. **Inspections**: Perform regular housekeeping inspections to identify and address issues promptly.
2. **Checklists**: Use housekeeping checklists to ensure all tasks are completed systematically.
3. **Feedback System**: Encourage employees to report areas requiring attention or improvement.

Benefits of Effective Housekeeping

1. **Enhanced Safety**: Reduces accidents and injuries.
2. **Operational Efficiency**: Improves workflow and reduces downtime.
3. **Regulatory Compliance**: Meets health, safety, and environmental standards.
4. **Employee Morale**: Creates a comfortable and professional work environment.

The operator shall keep the treatment plant clean and tidy so that it is good appearance at all times. To this end

- all buildings and surrounding \s shall be kept neat, clean and tidy without dust, cobwebs etc.,
- the floors of all walkways, stairs, offices, toilets, panel board rooms, the laboratory and other areas inside the buildings are to be brushed and washed every day,
- windows and doors are to be washed at least once in a week,
- brass and other metal surfaces are to be polished at least once in a week,
- the process and storage tanks are to be emptied, cleaned and disinfected with bleaching powder as required for efficiency, in accordance with the O & M manual, at least once in every six months,
- shall inform his personnel and shall enforce high standards of hygiene,
- landscaped areas between and buildings shall be properly tended so that the grass, shrubs and trees are kept in a healthy condition,
- shall remove all unwanted growth of vegetation in the treatment plant area,
- Shall remove all screenings, silt, sand and other waste materials from the treatment plant area.

52. THE OPERATOR’S STAFF AND LABOUR:

52.1 Engagement of staff and labour:

The Operator is entirely responsible for the staffing of the treatment plant and for the adequacy of his staff, in terms of capability and numbers, to operate and maintain treatment plant in accordance with the requirements of the contract to the satisfaction of the Owner’s Representative.

The Operator shall make all arrangements for the engagement of the management personnel, skilled and unskilled labour required operating and maintaining the treatment plant. The Operator’s monthly rate is deemed to include for all the costs associated with their employment including their payments, social and statutory costs, their welfare, housing, transport, overheads and profit etc,. Other than accommodation arranged with BWSSB,

the Operator shall not allow any of his employees to maintain any temporary or permanent quarters within the treatment plant or within BWSSB's premises.

If, during the course of the contract, the Owner's Representative is of the opinion that the Operator is not fulfilling his obligations, with respect to the operation and/ or maintenance of the treatment plant to his satisfaction, he will inform the Operator accordingly in writing. The Operator shall submit his proposals for rectification to the Owner's Representative for his approval. If it is necessary for the Operator to modify his staff and/ or labor arrangements, the Operator shall do so immediately at his own expense.

52.2 Qualifications:

The Operator shall employ only persons who are careful and appropriately qualified, skilled and experienced in their respective professions, trade or occupations.

52.3 Conditions of Labour:

The Operator shall pay rates of wages and observe conditions of labour, not less favorable than those established for the trade or industry where the work is being carried out.

The Operator shall comply with all the relevant labour laws relating to his employees, and shall duly pay and afford to them all their legal rights. The Operator shall require all such employees to obey all applicable laws and regulations concerning safety at work.

52.4 Operator's Personnel to remain unchanged:

After receiving the Owner's Representative's instruction to proceed, and prior to mobilization, the Operator shall update and confirm to the Owner's Representative the organization chart, submitted with his tender, together with CVs and qualification certificates of any key personnel who have been changed from those in the Operator's tender. Such changes, if any, shall be subject to the approval of the Owner's Representative.

Expect as the Owner's representative may otherwise agree, the Operator's staff and skilled labour/ Semi Skilled and labour shall remain unchanged from those mobilized at the commencement of the contract. If, during the course of the

contract, any of these staff and skilled labour/Semi Skilled resigns or becomes incapacitated or is withdrawn, with the permission of the Owner's Representative, or is discharged, the Operator shall nominate a replacement candidate with at least equivalent qualifications and experience for the approval of the Owner's representative. The Operator shall bear the costs of such replacements.

Similarly, the Operator shall replace any of his personnel who is found by the Owner's Representative to be unqualified, incompetent or otherwise becomes undesirable. In such circumstances, the Owner's Representative will notify the Operator at the site in writingin the log book and the Operator shall suspend the person immediately and exclude him from the site and from BWSSB's premises. If required by the Owner's Representative, the Operator shall provide a replacement as soon as possible.

52.5 Mobilization of staff and labour:

Before any of the Operator's management personnel and skilled and un skilledlabour commence their duties at the treatment plant, the Operator shall submit for all his personnel, management staff, skilled and unskilled labour

- qualification certificates, experience certificates.
- Adar card as as identity card.
- medical fitness certificates, certifying that they are in good general health,
- passport size photographs affixing their signature.

52.6 Each of the Operator's employees will be provided with an Identity Card (with Photograph) signed by Operator and Owner's Representative. These cards shall be worn at all times while the Operator's employees are on site.

52.7 Staff and labour returns:

The Operator shall submit detailed daily returns showing the staff and the skilled labour and the numbers of the several classes of unskilled labour employed by the Operator. The returns shall be in such form and submitted at intervals as the Owner's Representative may prescribe.

52.8 Uniforms:

The Operator personnel shall wear uniforms, distinguishable from BWSSB's uniform but otherwise of the Operator's choice, with ankle black shoes/ safety shoes/ gum boots, hand gloves, safety equipment wherever required.

53. THE LABORATORY:

The laboratory within a Sewage Treatment Plant (STP) plays a critical role in ensuring that the treatment processes are functioning properly and that the plant complies with environmental regulations. Regular testing of influent, effluent, and sludge quality, as well as the monitoring of various parameters, is essential for maintaining operational efficiency and meeting discharge standards.

Key Roles and Functions of the Laboratory in STP

1. **Monitoring Water Quality**
    - Regularly test influent, effluent, and treated water to ensure that the treatment process is working effectively.
    - Measure key parameters, including:
        - **Biochemical Oxygen Demand (BOD)**
        - **Chemical Oxygen Demand (COD)**
        - **Total Suspended Solids (TSS)**
        - **pH**
        - **Nutrients (nitrogen, phosphorus)**
        - **Turbidity**
        - **Heavy Metals**
        - **Coliform and pathogens**
        - **Etc.. any other parameters as per requirement of BWSSB.**

2. **Process Control and Optimization**
    - Provide data that informs the adjustment of operational parameters (e.g., aeration rates, chemical dosing).
    - Assist in optimizing chemical treatment processes, like coagulant and flocculant dosing.

3. **Sludge Analysis**
    - Regularly monitor the characteristics of sludge, such as solids content, settling behavior, and stability.
    - Ensure proper handling, treatment, and disposal of sludge in compliance with regulatory standards.

4. **Compliance Testing**

- Ensure that treated effluent meets local and international discharge standards.
- Prepare reports for regulatory authorities detailing water quality and treatment performance.

5. **Support for Maintenance and Troubleshooting**
   - Assist the maintenance team by identifying issues related to plant operations (e.g., biological treatment failure or chemical imbalances) through lab analysis.
   - Support troubleshooting efforts by analyzing samples from equipment or processes showing irregularities.

6. **Environmental and Health Safety Monitoring**
   - Conduct tests on air, water, and soil around the plant to ensure the facility is not causing environmental pollution.
   - Test for contaminants or pathogens that could pose a risk to public health or the environment.

Types of Laboratory Tests in STP Operations

1. **Physical Tests**
   - **Turbidity**: Measures the cloudiness of water, indicating the presence of suspended particles.
   - **Temperature**: Influences chemical and biological treatment processes.

2. **Chemical Tests**
   - **BOD and COD**: Indicators of organic material in wastewater and effluent.
   - **pH Levels**: Essential for maintaining optimal conditions for biological processes.
   - **Nutrient Concentrations**: Nitrogen and phosphorus levels that impact eutrophication.
   - **Heavy Metals**: Test for contaminants such as lead, mercury, and arsenic.
   - **Residual Chlorine**: Measures the chlorine concentration in treated water, important for disinfection.

3. **Biological Tests**
   - **Coliform and E. coli**: Indicators of microbial contamination.
   - **Microscopic Examination**: To observe microbial activity and efficiency in biological treatment (e.g., sludge age or health of microbial colonies).

4. **Sludge Analysis**
   - **Total Solids**: Measures the concentration of solid material in the sludge.
   - **Volatile Solids**: Indicates the amount of biodegradable material in the sludge.

- **Sludge Settling Tests**: Assess the efficiency of solids removal during sedimentation.

Key Laboratory Equipment in STP

1. **Spectrophotometer**: For measuring concentration of chemicals and pollutants, such as BOD, COD, and nutrients.
2. **Turbidity Meter**: Measures the turbidity (cloudiness) of water.
3. **pH Meter**: For monitoring and adjusting the pH of wastewater and sludge.
4. **Incubator**: Used for growing bacterial cultures for BOD and microbiological testing.
5. **Filtration Equipment**: For separating solids from liquids for TSS and other solids-based tests.
6. **Chemical Reagents**: For conducting various chemical analysis such as COD, chlorine residual, and heavy metals.

Laboratory Management and Operations

1. **Qualified Personnel**
   - Ensure laboratory staff are well-trained in handling testing procedures, calibration of instruments, and interpreting results.
   - Maintain certifications for staff who handle hazardous chemicals or biological samples.

2. **Sample Collection and Handling**
   - Follow strict protocols for sample collection, preservation, and transportation to ensure accurate results.
   - Establish clear guidelines for handling and disposal of hazardous materials.

3. **Data Recording and Reporting**
   - Maintain accurate and up-to-date records of all tests, results, and analyses.
   - Generate regular reports for internal stakeholders, regulators, and clients on plant performance and compliance.

4. **Quality Assurance and Calibration**
   - Regularly calibrate laboratory equipment and perform quality control checks to ensure data accuracy.
   - Participate in external proficiency testing programs to maintain laboratory accreditation.

Safety Considerations in the Laboratory

1. **Personal Protective Equipment (PPE)**

- Provide laboratory personnel with PPE such as gloves, goggles, lab coats, and face shields to handle hazardous substances safely.

2. **Chemical Handling and Storage**
   - Store chemicals according to manufacturer guidelines and local regulations.
   - Label chemicals clearly and ensure Material Safety Data Sheets (MSDS) are available.

3. **Waste Disposal**
   - Follow proper procedures for the disposal of chemical and biological waste.
   - Ensure that waste is treated or neutralized before disposal to prevent environmental contamination.

The Operator shall operate and maintain the laboratory under the guidance of the BWSSB's Chemist and Owner's Representative. The sampling system shall be prepared and the Owner should approve it. Daily composite samples have to be taken and analysis has to be carried out. The laboratory has been provided with equipment required to determine the results of parameters mentioned earlier. The Operator shall maintain and operate these equipment for regular analysis. The reagents required for the operation has to be supplied by the Operator.

The Operator shall provide a qualified graduate chemist. Records of the sampling, testing, analysis shall be maintained and submitted to the Owner's Representative daily. These records shall be consolidated monthly into a report to the Representative with the Operator's observations on performance and compliance.

54. DEFAULT OF THE OPERATOR:

54.1 Notice to correct:

If the Operator fails to carry out any of his obligations in accordance with the contract, the Owner's Representative may give notice to the Operator requiring him to make good such failure and remedy the same within a specified reasonable time.

Any observations or instructions recorded in the site log book shall be deemed as official notice to the Operator from the Employer's Representative.

54.2 Termination:

The Owner may, after having given 14 day's notice to the Operator, terminate the Operator's employment under the contract and expel him from the treatment plant. The Operator shall then deliver all the records, manuals, and procedure documents etc., made by him to the Owner's Representative. The Operator shall not be released from any of his obligations or liabilities under the contract. The rights and authorities conferred on the Owner and the Owner's Representative by the contract shall not be affected.

If, the Operator fails to run the STP for a period of 3 successive days continuously due to O & M issues in the plant, the Employer shall issue termination notice to Operator.

The Owner may upon such termination operate and maintain the treatment plant himself and/ or by any other contractor. The Owner or other contractor may use the records, manuals, procedure, documents etc., made by the Operator, together with spares, equipment, tools, consumables etc., purchased by the Operator during the contract, as he or they think proper.

54.3 Valuation at date of Termination:

The Owner's representative shall, as soon as possible after termination, determine and advise the Operator of all sums then due to the Operator as the date of termination. This shall include the value of the spares, equipment, tools, and consumables etc., purchased by the Operator during the contract, at the date of termination after giving credit to the Owner for the amounts deemed by the Owner's Representative in respect of these items.

54.4 Payment after termination:

After termination, the Owner shall not be liable to make any further payments to the Operator until all the costs incurred by the Owner in replenishing the stocks of spares and tools etc., the costs of remedying defects and the completion of outstanding work, in accordance with the conditions of the contract.

The Owner shall be entitled to recover from the Operator the extra costs, if any, of operating and maintaining the treatment plant for the remainder contract

period after allowing for any sums due to the Operator. If there are no such extra costs, the owner shall pay any balance to the Operator.

55. BRIBES:

If the Operator, or any of his agents or servants gives or offers to give to any person any bribe, gift, gratuity or commission as an inducement or reward:

- for doing or forbearing to do any action in relation to the contract or to any other contract with the Owner or
- for doing or forbearing to show favour or disfavour to any person in relation to the contract or to any other contract with the Owner,

then the Owner may, after having given 14 days' notice to the Operator, terminate the Operator's employment under the contract and expel him from the site and the provisions above shall apply as if such termination had been made in accordance with this clause.

TECHNICAL SPECIFICATIONS

i) Electrical and Mechanical works:
The Operator may carry out all the Electrical and Mechanical repair works required for the purpose of uninterrupted treatment of the wastewater.

Pumping Machinery and Electrical Works – General

- **Daily Tasks**:
    - Inspect pumps, blowers, and decanters for unusual noise or vibrations.
    - Check and clean diffusers for clogging.
- **Weekly Tasks**:
    - Measure and record DO, MLSS, and pH levels.
    - Backwash screens and clear debris.
- **Monthly Tasks**:
    - Lubricate motors and inspect cable terminations.
    - Calibrate instruments (flowmeters, sensors).

3.2. Spare Parts Inventory

- Stock critical spares:
    - Bearings, seals, motor windings, and electronic modules.

- Diffuser membranes and pump impellers.

3.3. Safety Protocols

- **Electrical Safety**:
  - Implement lock-out/tag-out (LOTO) procedures.
  - Use insulated tools and wear PPE during repairs.
- **Mechanical Safety**:
  - Install guards on rotating equipment.
  - Provide emergency stop buttons near high-risk equipment.

3.4. Training and Documentation

- Train operators on SCADA usage and emergency protocols.
- Maintain logbooks for process parameters, maintenance, and spare parts usage.

a) All the materials used shall confirm to the relevant I. S. I. wherever applicable. The make and other details of the materials proposed to be used should be furnished along with the tender. Only approved make has to be used in the case of replacement of materials.
b) Continuous earth connection has to be ensured.(**Earthing**:
Double earthing with resistance <1 ohm, Dedicated earthing system for sensitive instruments and panels.)
c) The wiring and cabling work should be done as per I E rules.
d) Any damages or breakages, chipping etc., caused during execution of the work shall be rectified by the Operator at his cost to the satisfaction of the Owner's Representative – in – charge.
e) The Operator has to test each and every point after the completion of the repair work to the entire satisfaction of the Owner's Representative – in – charge.
f) The Operator is responsible for the safe custody of all the materials and equipment under this contract till handing over to the Board.
g) All necessary civil works required for the erection/ repair of all equipment and accessories under this contract should be done by the Operator at his cost.
h) Test certificates for machinery and equipment should be produced regularlyalong with the supply
i) The Operator should maintain one set of Tools for the maintenance of the machinery and equipment supplied by them under this contract.

3.5 Mandatory duties of the Operator

1. The Operator is responsible for the procurement and for testing and maintenance of supplies of all goods and services necessary to ensure compliance with the Operator's obligation under this contract.
2. Operator should provide manpower required for the operation and maintenance of the wastewater treatment plant. The treatment plant means the entire plant consisting of various units required/ constructed for the purpose of treatment of wastewater including Garden and Open land. It is the responsibility of the Operator to provide necessary supervisory staff and security staff to prevent entry of unauthorized persons.
3. The treatment plant has to be operated round the clock in three shifts of 8 hours each throughout the year without any break. The plant has to be operated according to the availability of incoming wastewater and has to be increased or decreased at any point of time as directed by Owner's Representative – in – charge. The Operator has to maintain all the units in good working condition free from objectionable odour with all safety measures.
4. Minor and major repairs to equipment involved in the contract have to be carried out by the Operator during the O & M period of 5 years. Any repairs to the pipe lines inside the plant premises has to be attended by the Operator during O & M period. If any expert opinion or services is required for carrying out the Major or Minor repairs, the same may be called and work may be carried out without any additional cost or no cost to the Board.
5. On completion of the maintenance period, the treatment plant has to be handed over to the Board in good running condition. At the time of taking over by the Board all the equipment and accessories in the treatment plant will be inspected and if any defects are noticed, the same will have to be rectified to the original running condition only after which the unit will be taken over.
6. The Operator should ensure that backup teams would be available to operate the plant and equipment continuously.
7. The Operator has to operate and maintain the plant as recommended in the manual with proper logs and records of the work carried out.

8. The Operator has to properly maintain all the valves, Gates etc. required for the operation of the Plant 24/7.
9. The Operator has to operate and maintain Capacitor and allied switchgear to maintain power factor not less than 0.90 lag or as prescribed by BESCOM. Power factor Penalty if any levied by BESCOM has to be borne by the Operatorand if any additional charge/The surcharges penalty levied by BESCOM due to failure to maintain power factor above 0.9 lag the penalty has to be borne by the contractor.
10. The Operator has to keep and maintain all units of the treatment plant and its surroundings neat, clean and tidy and in an aesthetic manner.
11. The Operator has to maintain the garden developed in and around the plant premises and also has to develop the garden further wherever it is possible.
12. Inspection registers and other registers should be maintained and to be made available to the inspecting officer of the Board.
13. Mandatory regulations prescribed by the Government shall be followed by the Operator without any lapse, including those conditions amended by those departments periodically.
14. The Operator should enclose the list of staff to be employed with qualification certificate, experience certificate and their passport size photograph affixing their signature.
15. The Operator should provide uniform, identification badges to all the staff and they should wear during working hours.
16. Tools and tackles for the operation and maintenance should be provided by the Operator.
17. Any equipment, tools and plants supplied by the Board should be kept in good working condition and these should not be taken out of the premises without the written permission of the Owner’s Representative – in – charge.
18. The Operator shall provide a Notice board detailing precautions to be taken by operation personnel in work conformity with Industries and labour regulations.
19. The materials should be properly stocked for easy verification and easily accessible for receiving and storing the fresh stock whenever they are supplied at site.
20. Printing of registers, log sheets and stationery required for the maintenance of the records has to be arranged by the Operator at his cost.
21. The Operator has to maintain basic cost records for all the direct and indirect expenditure and overheads on regular basis as prescribed by Owner’s Representative – in – charge.
22. It is the responsibility of the Operator to liaison with BESCOM for attending fuse – off calls and other related complaints. Also the relative cost charged by BESCOM has to be borne by the Operator and should obtain the monthly BESCOM bill and same has to furnish division office within 5^{th} of every month.

23. The Operator shall make payments to the employees as per the relevant statutory requirements and should obtain required license as per the statutory requirements laid down by Central/ State Government. All the Liasoning Works to relevant department including obtaining CFO etc. has to be carried out by Operator.
24. The Operator shall not remove/transport any equipment or material from the plant premises without prior intimation to and approval from the BWSSB Engineer-in-Charge.
25. The Operator shall not permit entry of any unauthorized personnel into the plant without the prior permission of the BWSSB Engineer-in-Charge.
26. External white or color wash, external or internal painting, internal distempering renewal of approach roads within the campus. Painting of exposed mild steel components of pipeline, motor and pumps, scraper mechanism, all equipment, ladders, railing etc. must be done in the 2nd year and 5th year of O&M.
27. The treated water has to be tested every month in NABL Accredited Laboratory and the report to be submitted to BWSSB representative every month. If required BWSSB Engineer-in-Charge may ask to test parameters by external laboratory and the cost of the same should be borne by the operator.
28. The operator should provide skilled and unskilled labour as required and mentioned and also should pay the minimum wages as per the Labour act.

iii) Minor and Major Repairs:

The word Minor repair means all Electrical and Mechanical repairs, replacement of spares such as bearings, electrical spares carried out in the plant for the continuous operation of the plant round the clock without break down for not more than 1 Hour of any equipment.

The word Major repair means all repair works carried out to Mechanical and Electrical equipments.

The minor and major repair doesn't include the item of works, which exceeds more than Rs.7,00,000/- in each item of work. The cost is inclusive of material cost and labour cost. The rate analysis for carrying out the repairs costing more than Rs.7,00,000/- has to be prepared and submitted to the Owner for approval.

iv) List of works to be carried out:

a) Operation and removals of screenings in the Course and fine screens and disposing the same as per the BBMP SWM Rules 2016.
b) Operation of Degritting Unit and Classifier and removal of grit from the pit and transporting the same and disposing the same in an environment friendly manner and as per the BBMP SWM Rules 2016.
c) ASP
    I. Operation of diffuser system/ blowers, RAS & WAS Pumps, Decanters

    II. Maintenance of all electrical equipment

d) Sludge Pump House, Thickener, Centrifuge:

I. Operation of Pumps, Thickener, Centrifuge.
II. Disposal of sludge/grit at a designated area/location provided by BWSSB or as per the instructions of BWSSB.
III. Maintenance of Electrical and Mechanical equipment such as cleaning the panel board, replacement of electrical spares, lubrication of all the mechanical equipment, replacements of all necessary mechanical spares.
IV. House keeping.
V. Operation of Suction and Delivery side valves.
VI. Removal of any blockage in the pipeline.

e) Disc Filter Unit & CCT Operation
   I. Operation of Disc Filter system
   II. Cleaning of Disc Filter and CCT tank
   III. Maintenance of all electrical and mechanical equipment
f) Ultrafiltration and UV disinfection Unit
   I. Operation of Ultrafiltration and UV disinfection Unit
   II. Cleaning of Ultrafiltration and UV disinfection Unit
   III. Maintenance of all electrical and mechanical equipment

g) Outfall Structure:
   I. Cleaning of the Outfall Structure.
   II. Deposition of any wanted material in the channel has to be removed.
h) Alum Dosing System Operation
i) Transformer Yard:
   I. Cleaning of the Transformer yard.
   II. Removal of weed growth.
j) House Keeping of all the structures.
k) Maintenance of Garden and Landscape.
l) Maintenance of approach roads.
m) Maintenance of Streetlights.
n) Inspection of all electrical equipment which are to be carried out and certified by Electrical Inspectorate as per Rules by paying necessary fees including Electrical inspectorate compliance report charges & annual maintenance of DG set certification & calibration report from first class Electrical contractor. The valid certificates are to be displayed at important locations.
o) Providing skilled staff as per Rules laid down by the Government.
p) Contractor has to provide One Vehicle (Four Wheeler i.e Car/Jeep) at STP with Driver for any Emergency. The O&M expenditure has to be borne by the Operator.

FORMATS

Format – I

EXPERIENCE CERTIFICATE FOR OPERATION AND MAINTENANCE OF INTERMEDIATE SEWAGE PUMPING STATION (ISPS)

This is to certify that ..... have under taken operation and maintenance of Intermediate Sewage Pumping Station of capacity ..... MLD at ..... from ..... To ..... . The performance of the above Operator in carrying out the operation and maintenance of the above ISPS is satisfactory.

Signature with designation.

Name:

Company’s name and address:

Note: This certificate has to be signed by the officer in the rank of Chief Engineer or General Manger or the Works Manger of the organization.

Format - II

HANDING / TAKING OVER OF ASSETS

Inspection carried out on .....

Handed over on .....

Signature of Board Owner's Representative ..... Name: .....

Signature of the Operator ..... Name: .....

Format - III

CONDITION SHEDULE OF ASSESTS AT HAND OVER

(use separate sheet for each unit)

Name of the unit:

Name of the equipment	Operational	Observed defects	Comments

Preventive maintenance Schedule

Operator should adopt a preventive maintenance schedule for avoiding breakdowns. These preventive maintenance methods include but not limited to the following:

Daily Maintenance Tasks

1. **Inspection**
    - Check the influent and effluent water quality (pH, BOD, COD, TSS levels).
    - Inspect pumps, blowers, and motors for abnormal noise or vibrations.
    - Monitor flow meters, pressure gauges, and temperature indicators.
2. **Cleaning**
    - Remove debris from screens and grit chambers.
    - Clean the surface of clarifiers to prevent scum buildup.
3. **Operational Checks**
    - Ensure all control panels and sensors are functioning properly.
    - Verify the proper operation of aeration systems and diffusers.

Weekly Maintenance Tasks

1. **Lubrication**
    - Lubricate bearings and moving parts of pumps, blowers, and motors as per the manufacturer’s recommendations.
2. **Inspection**
    - Inspect the condition of tanks, valves, and pipelines for leaks or corrosion.
    - Verify the operation of chemical dosing systems.
3. **Cleaning**
    - Clean aeration tanks and sludge handling areas if required.
    - Backwash filters if installed.

Monthly Maintenance Tasks

1. **Mechanical Components**

- Check the alignment of pumps and motors.
- Inspect and tighten bolts and nuts on mechanical assemblies.

2. **Electrical Components**
   - Inspect electrical panels for loose connections or signs of wear.
   - Test standby generators and UPS systems.
3. **Chemical Systems**
   - Calibrate chemical dosing pumps.
   - Refill chemical storage tanks.

Quarterly Maintenance Tasks

1. **Equipment Overhaul**
   - Inspect and service blowers, pumps, and compressors.
   - Replace worn-out parts such as seals and gaskets.
2. **Instrumentation**
   - Calibrate flow meters, pH meters, and other monitoring instruments.
   - Verify the accuracy of SCADA.
3. **Sludge Management**
   - Measure and remove excess sludge from digesters or clarifiers.

Annual Maintenance Tasks

1. **Comprehensive Inspection**
   - Conduct a thorough inspection of all mechanical, electrical, and civil structures.
   - Inspect aeration systems, including diffusers and blowers.
2. **Major Servicing**
   - Service or replace worn-out bearings, impellers, or other critical components.
   - Descale and clean heat exchangers (if applicable).
3. **Performance Testing**

- Conduct a full performance audit, including effluent quality tests.
- Evaluate the efficiency of the treatment process and make necessary adjustments.

Additional Recommendations

1. **Maintain Records**
   - Log all maintenance activities, inspection results, and equipment performance data.
   - Use a Computerized Maintenance Management System (CMMS) for better tracking.
2. **Emergency Preparedness**
   - Train staff for emergency responses (e.g., power failure, equipment breakdowns).
   - Stock critical spare parts such as bearings, seals, and valves.
3. **Vendor Support**
   - Schedule periodic visits by OEM representatives for advanced diagnostics.

DAILY

1) Cleaning of the plant area
2) Checking oil levels and tap up if necessary and greasing all the moving parts
3) Checking the vibrations in the pump sets, moving assemblies etc.,
4) Tightening the foundation bolts
5) Checking rise in temperature of bearings in motors, in moving parts and other units
6) Checking the functioning of gauges, electrical measuring units
7) Checking the leakages in the pipe line, pumps, water retaining structures
8) Checking the functioning of bridges, moving parts in the clarifiers
9) Checking the functioning of the transformers

10) Checking the functioning of the components in the panel boards
11) Measurement of current and voltage in all panel boards and recording the same in log book.
12) Maintaining the garden and other plants .
13) Measurement of energy meters, and flow meters, level meter reading in the logbook.
14) Sharing of Daily SCADA reports, Flow meter video/pics, and Energy meter video/pics with geo coordinates and time as per instructions of BWSSB engineer in charge.
15) Preparing reports as per the instructions of the BWSSB engineer in charge.
16) Maintaining records in the plant as per the instructions of the BWSSB engineer in charge.
17) Maintaining records of Lab consumable records like chlorine/ sodium hypochlorite consumption, poly consumption, diesel consumption, and power outage register as per the instructions of the BWSSB engineer in charge.
18) The operator has to Liaison with other regulatory/govt agencies per the instructions of the BWSSB engineer in charge.

WEEKLY

1) Tightening of all electrical connections
2) Checking the temperature difference due to loose connections
3) Watering electrical earth pits
4) Checking the functioning of all types of valves
5) Checking of the over load relays
6) checking of the single phase preventers
7) De-weeding of transformer yard
8) Attending weekly review meeting along with all the necessary documents of plant regarding operation and maintenance of the plant as per the instructions of the BWSSB Engineer In charge.

MONTHLY

1) Changing of gland packing
2) Checking the indicators for wearing of parts
3) Checking of all electrical contacts
4) Checking the motor with megger
5) Meggering of all electrical equipments
6) Changing the transformer load monthly between standby and working transformer.
7) Attending monthly review meeting along with all the necessary documents including monthly reports of plant , regarding operation and maintenance of the plant as per the instructions of the BWSSB Engineer In charge.
8) The signed copies of the monthly reports from both BWSSB and the operator representative should be submitted to BWSSB by the fifth of each month.
9) The monthly reports include the following documents: a consolidated report, an internal lab report, a fortnightly NABL-accredited third-party testing report for inlet, outlet, and sludge samples, a QA inspection certificate, OCEMS report, a power outage report, a diesel consumption report, the monthly BESCOM bill, a functional guarantees report, a chemicals consumables report, and details of treated water sales provided through the BWSSB Jala snehi portal. This list is not exhaustive; the operator must also provide any additional documentation as instructed by the BWSSB engineer in charge.
10) The plant manager/ instrumentation engineer of plant must visit BWSSB central SCADA at Shimsha Bhavan and ensure that OCEMS data/Flow meters data transmitting to central SCADA and KSPCB/CPCB server as per the instructions of the BWSSB engineer in charge.

QUARTERLY

1) Relay testing and calibration of meters, gauges, instruments
2) Calibration of motor speed
3) Level gauges
4) Calibration of all level meters, flow meters and energy meters.

YEARLY

1) Checking for overhauling of equipment wherever required
2) Improvements, if required for the operation of motors
3) Testing of all equipment and instruments

4) **FAULT REPORTING**

Efficient fault reporting is critical to ensuring the smooth operation of an SBR-based STP. Below is a structured fault reporting framework:

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1. Purpose of Fault Reporting

Fault reporting is aimed at:

- Identifying issues that impact plant performance.
- Ensuring prompt rectification to minimize downtime.
- Maintaining compliance with environmental regulations.

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2. Common Faults in ASP Technology

1. **Mechanical Faults**
    - Pump or blower failure.
    - Valve malfunctions (e.g., stuck or leaking actuators).
    - Diffuser clogging.
2. **Electrical Faults**
    - Power outages or voltage fluctuations.
    - PLC or SCADA system failures.
    - Faulty sensors or instruments (e.g., pH, DO, or flow meters).
3. **Process Faults**
    - Inconsistent influent characteristics (e.g., pH, COD, or BOD spikes).
    - Sludge bulking or foaming in the aeration basin.
    - Poor sludge settling in the decanting phase.
4. **Operational Faults**
    - Improper chemical dosing (e.g., coagulants or pH adjusters).
    - Blockages in pipelines or channels.
    - Failure to meet effluent quality standards.

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3. Fault Reporting Process

1. **Fault Detection**
    - **Automated Alerts**: Use SCADA systems to monitor real-time data and generate alarms.
    - **Manual Observation**: Operators should regularly inspect equipment and process performance.
2. **Documentation**

- Record the fault in a fault logbook or Computerized Maintenance Management System (CMMS).
- Include the following details:
  - Date and time of detection.
  - Description of the fault (symptoms and affected components).
  - Operational parameters at the time of the fault.
  - Immediate actions taken.

3. **Immediate Notification**
   - Notify the designated personnel (e.g., plant manager or maintenance engineer) via email, phone, or the reporting system.
   - Escalate critical faults to higher management or specialized technicians.
4. **Root Cause Analysis**
   - Assign a team to investigate the root cause of the fault.
   - Use tools like fishbone diagrams or the 5 Whys method for analysis.
5. **Corrective Action**
   - Implement corrective measures (e.g., part replacement, process optimization).
   - Test the system to confirm the fault has been resolved.
6. **Preventive Measures**
   - Update the maintenance schedule to prevent recurrence.
   - Train staff on the issue to enhance awareness and preparedness.
7. **Reporting Closure**
   - Mark the fault as resolved in the system.
   - Provide a detailed report, including:
     - Root cause.
     - Actions taken.
     - Suggestions for future prevention.

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4. Fault Reporting Template

A structured fault reporting format can be as follows:

Field	Details
Date and Time	[Insert Date and Time]
Fault Description	[Brief description of the fault]
Affected Area	[Equipment/Process affected]
Operational Parameters	[Values of key parameters]
Initial Actions Taken	[Immediate measures to mitigate the issue]
Root Cause	[Identified root cause]
Corrective Action	[Details of actions taken]

Resolution Time	[Time taken to resolve the fault]
Preventive Measures	[Steps to prevent recurrence]
Reported By	[Name and Designation of the reporter]
Verified By	[Name of verifying authority]

5. Key Practices for Effective Fault Reporting

1. **Automation Integration**: Utilize SCADA or IoT-enabled systems for early fault detection and automatic reporting.
2. **Real-Time Alerts**: Set up email or SMS notifications for critical alarms.
3. **Training**: Train staff on fault identification and reporting procedures.
4. **Standardized Formats**: Use consistent fault reporting templates for clarity.
5. **Regular Audits**: Periodically review fault logs to identify recurring issues and improve reliability.

When a fault becomes apparent on any equipment, it is imperative that fault is reported and action taken in orderly manner. It is suggested to maintain “Fault Reporting Sheets” with possible coding and initiate a suitable response, setting priorities and planning workloads.

Guidance Notes

The “Fault Reporting Sheets may contain the following.

Date	The date on which the fault is identified
WIN no.	Works Identification Number (number which identifies item of equipment)
Priority Code	In the form of Number/ Letter No. 1 – Essential to works operation No. 2 – Desirable but not essential No. 3 – Not essential to works operation A – Action required within 24 hours B – Action required within 7 days C – Action required within 14 days
Work shop	Indicate type of Fault
E/ M/ I	E – Electrical M – Mechanical I – Instruments
Fault Code	Indicate condition of fault

	A – Unit failed B – Exhibiting signs of imminent failure C – Exhibiting signs of wear
Location	Position on site
Details of fault	indicate nature of fault and work required
WON No.	Works Order Number, this relates to any request for work to be carried out and enables records to be kept
Authorized by	Initials of the person responsible for authorization

At present it is not possible to fully complete report sheets as WIN numbers and priority code have not been set. These should be set as soon as the asset register is completed for the wastewater Treatment Plant. It is suggested that appropriate sections of the fault report sheet be filled in by a designated senior officer at the wastewater treatment Plant every day, whether or not any faults have been identified on that day. The completed fault sheets must be signed and distributed to staff responsible for maintenance duties and a copy sent to the Executive Owner's Representative. A second copy should be retained on site such that the responsible officer may check on action taken and achieve details of faults, which have arisen on works.

BRIEF DESCRIPTION OF THE PLANT

1.1.0 GENERAL

Bangalore Water Supply and Sewerage Board (BWSSB) has installed 90 MLD capacity sewage treatment plant at Bellandur Amanikere, Bangalore. The scope of the work includes the Operation and Maintenance of 90 MLD capacity sewage treatment plant based on ASP Process with Biological Nutrient Removal. The project also includes PLC- SCADA system and all other works contingent thereto including operation and maintenance for a period of 5 years.

Bellandur -90 MLD STP	
Design treatment capacity	90.0 MLD
Design hourly average flow	3750 m^3/hr
Diurnal peak flow factor	1.9
Diurnal lean factor	0.5
Hydraulic hourly peak flow	5625 m^3/hr
Hydraulic hourly lean flow	1875 m^3/hr

1.Characteristics of the Sewage

The plant is designed for the following influent characteristics of wastewater.

Parameters	**Design Value**(ref. note 1)
Temperature	24 (min) deg, C 27 (max) deg C
Ph	6.5 – 7.5
Total Suspended Solids (TSS)	450 mg/l
Volatile Suspended Solids (VSS)	380 mg/l (84.4 % of TSS)
BOD_5 @ 20^0 C	350 mg/l
COD	800 mg/l (max.)
Total Kjeldahl Nitrogen (TKN)	70 mg/l
Ammonical Nitrogen (N-NH_4)	45 mg/l
Nitrate Nitrogen (N-NO_3)	Nil
Total Phosphorous (TP)	7 mg/l
Total Alkalinity	370 mg $CaCO_3$/l
Fecal Coliform	2 x 10^5 MPN/200ml
ratio BOD_5 : TKN	$\geq$ 5
ratio BOD_5 : TP	$\geq$ 50

Treated Effluent Quality Requirements

Parameters	Units	Max. Monthly Average Value (outlet of Chlorine Contact Tank)
pH	-	6.5 – 9
BOD_5	mg/l	<10
COD	mg/l	< 50
Total Suspended Solids (TSS)	mg/l	< 10
Total Nitrogen (TN)	mg N/l	< 1
Alkalinity (min)	mg $CaCO_3$/l	70
Total Phosphorous (TP)	mg/l	<1
Residual Chlorine	mg/l	<1
Fecal Coliform	MPN/100ml	<230

2.1.0 TREATMENT SCHEME

The 90 MLD Bellundur STP mainly consists of (i) Pre-treatment units, (ii) Biological Treatment Units, (iii) Chlorination System and (iv) Sludge Dewatering System.

Pre-Treatment units:

The medium screens [5 Nos. (4w+1s)] shall receive sewage from the Bellandur TSPS. The screenings removed by the screens shall be discharged at the appropriate elevation above ground on to a conveyor. Thimble mounted gates provided at upstream & downstream of screen channel allows isolation of screen channel for maintenance. A belt conveyor (1 No.) shall convey the screenings through a galvanized steel chute to a trolley positioned at ground level. After screening, the sewage shall flow to grit distribution channel which consist of weir from where the overflow will be conveyed to individual grit inlet channel through thimble mounted gates. From grit inlet channel the flow will enter the grit basin (4 Nos. working) after

passing through the deflectors at upstream of grit basin, for removal of grits.

Dewatered grit from the grit classifier discharge shall be collected on grit conveyor (1No.) and then transferred to a trolley positioned at ground level. After the grit removal, the sewage shall be taken to Parshall Flume. The Parshall Flume (1 No.) is provided for flow measurement, the de-gritted sewage shall flow through a Parshall Flume channel equipped with ultrasonic flow Meter. The flow from the Parshall Flume shall be distributed to biological process called extended aeration system.

Biological Treatment Units

Four Nos. of aeration basins are provided having plug flow geometry. Each basin is physically divided into anaerobic, anoxic, and aerobic zones. The 2 Nos. anaerobic zones, 3 Nos. anoxic zones, and Nos. aerobic zones are provided in each aeration basin. The anaerobic-anoxic zone 1 interfaces shall be concrete partition walls that serve as overflow weirs. The top-of-wall weir elevation for each partition wall shall be such that the weir may be submerged under some conditions but the head loss across the weir shall be no less than 75 mm under all operating and hydraulic conditions. Anaerobic – anaerobic and anoxic – anoxic zone interfaces shall be concrete baffle walls designed to provide side to side flow within the zones. All anaerobic and anoxic zones are provided with mechanical mixers. Total 8 Nos. of mixers are provided for anaerobic zone and 12 Nos. of mixers are provided in anoxic zone. Each aerobic zone has a separate diffuser grid supplied by a separate air drop pipe with the air flow controlled by a separate valve and measured by separate flow meter. The air is supplied through [8 Nos. (5w+3s)] air blowers. The submersible type Mixed Liquor Recycle (MLR) pumps [8 Nos. (4w+4s)] having 3750 m3/hr capacity each are provided to facilitate pumping of aerobically treated mixed liquor from the effluent of the aeration basins to the influent end of the anoxic zone. These pumps are physically located at the aeration basin effluent channel (1 No.). The individual header line will be equipped with the flow meter.

After aeration basin, the sewage shall be taken to secondary clarifiers through secondary clarifier distribution chamber having a weir. The overflow of this distribution chamber will enter into the Secondary Clarifier. The secondary clarifiers are provided to separate mixed liquor solids from the treated liquid phase. 4 Nos. (working) of

secondary clarifiers are provided for total 90 MLD flow requirement. The secondary clarifier is sized for a surface loading rate of 19.13 m3/m2/d at average flow condition. It is having provision to handle the entire flow including peak flow through clarifier in case other clarifier is shut down for maintenance. Clarifier mechanism is central driven type with half bridge and provided in each secondary clarifier. The scum generated in clarifier shall be collected in scum pit and shall be taken out by secondary scum pumps [2Nos. (1w+1s)] having capacity 35.63 m3/hr each.

Return Activated (RAS) Pump Station

Non Clog Centrifugal type RAS pumps [12 Nos. (8w+4s)] are provided, having capacity 469 m3/hr each to return 100% settled sludge from the secondary clarifiers back to the anaerobic zones and up to 50% to the anoxic zones. A valve-controlled and metered tapping is provided from the RAS pump discharge header to withdraw Waste Activated Sludge (WAS) to solids processing.

An alum dosing system is provided to accomplish backup chemical phosphorus removal in the event of inadequate biological removal of phosphorous in upset condition.

The Alum Dosing System consists of Alum Dosing Tanks (3 Nos. working) with mixers and alum dosing pumps [3 Nos. (2w+1s)] having capacity 0.5 m3/hr each.

Chlorination System

Treated effluent from secondary clarifier shall be conveyed to influent channel (1 No.) of Chlorine Contact Tanks. Treated effluent will flow to 3 Nos. (working) Chlorine Contact Tank through thimble mounted gates for disinfection. Chlorine shall be injected via an inline vacuum ejector [2 Nos. (1w+1s)] of 35 kg/hr capacity each placed in the secondary effluent pipe just upstream of the Chlorine Contact Tanks. Effluent shall be disinfected in the chlorine contact tanks before being discharged by gravity to the receiving waters via an outfall pipe. Bypass arrangement from CCT influent channel to STPs main outfall pipe shall be provided along with electromagnetic flow meter.

The bypass chamber for Aeration bypass and CCT bypass are provided with chlorination arrangement before discharging the effluent to the final outfall structure. A Chlorination Building is provided to house all chlorination equipment including chlorine cylinders, chlorinators, and

all associated equipment. An Emergency Chlorine Scrubber and all associated systems and controls are provided to contain and neutralize any chlorine gas

Plant Water Pump Station

A portion of the disinfected effluent shall flow by gravity to the Plant Water Pump Station and shall be pumped through plant water submersible pumps [3 Nos. (2w+1s)] having capacity 50m3/hr each for storage to an elevated plant water tank for general in-plant use such as landscape irrigation, cleaning, washing, and miscellaneous maintenance. Bore wells are provided for pumping fresh ground water to an overhead tank located on top of the chlorination building. The bore wells and tank system are designed such that the stored water can be used for multiple applications including for alum and polymer solution preparation and chemical cleaning operations, human domestic non-potable needs, laboratory needs, and other general cleaning and flushing needs. The details are provided in plant water utility plan

Sludge Dewatering System

The sludge thickeners, sludge storage tank and centrifuge are provided as a part of sludge dewatering system. Two Nos. of gravity sludge thickeners are provided to thicken excess biological sludge. The excess sludge from the biological system shall be collected in the distribution chamber consist of weir to distribute the flow between 2 Nos. (working) of gravity sludge thickeners.

The sludge enters the feed well zone and underflows and spreads in the main tank for effective settling. The sludge settles on the sloping floor of the tank from where it is mechanically thickened, scrapped towards the central pocket for sludge collection & discharge. The sludge from the sludge pit shall be withdrawn by means of DI pipeline under hydrostatic pressure. The sludge pipe line is provided with the facility for flushing and cleaning of chokages, etc.

Thickened sludge pump station is provided for pumping of thickened sludge through progressive cavity type thickened sludge pumps [3 Nos. (2w+1s)] having capacity 31.0 m3/hr each from the thickeners to storage tanks (2nos) for sludge dewatering. Flow meter is provided at suction and delivery line of pump. The sludge storage tank is provided with mixers and will have fixed concrete covers with the gas space

vent to atmosphere. The tank is designed to store sludge for periodic feeding to the centrifuge; i.e. 6 d/week, 8hrs/d. The supernatant then overflows into the effluent launder and shall be collected in the plant drain sump (1 No.) by gravity. The floor of the thickening tank has a slope of 1 in 12 towards the central portion for collection of sludge.

The dilution water shall be provided from treated effluent from secondary clarifier to achieve designed hydraulic loading rate in thickener. The dilution water shall be collected in the dilution water sump (1 No.) and shall be pumped to the thickener distribution chamber through submersible dilution water pumps [3 Nos. (2w+1s)] having capacity 31m3/hr each.

The sludge from the storage tanks shall be pumped to Dewatering Centrifuge units through progressive cavity type centrifuge feed pumps [3 Nos. (2w+1s)] having capacity 28.0 m3/hr each. The polymer system is provided for conditioning of the thickened sludge before dewatering. The polymer system consists of polymer storage facility, volumetric "Automizing" educator type dry polymer feeder (3 No.), poly dosing tanks

[3 Nos. (2w+1s)] having capacity 6.94 m3/hr each with mixers and hydraulic double diaphragm type polymer metering pumps[3 Nos. (2w+1s)].

Centrifuge building is provided with 3 Nos. (2W + 1S) dewatering centrifuges having capacity of handling 793.5kg/hr solids and sludge flow of 28.0 m3/hr each and all associated/ancillary equipment, including sludge feed pumps along with flow meter on individual discharge header, a complete polymer system, dewatered sludge conveyors, sludge storage / loading hoppers, and truck access and loading facilities. The dewatered sludge shall be disposed off suitably.

Plant Drain Pumping Station :

The Supernatant Flow from Sludge Dewatering Units (Sludge Thickener and Centrifuge) and also occasional flow from draining units shall be pumped to Outlet of Parshall Flume by Plant drain pumps of 3 Nos. (2W + 1S) having capacity of 188 m3/hr each.

PROCESS UNITS

Process units are designed for the maximum efficiency as per the design flow range and wastewater characteristics. Close control and co-ordination in operation of different units are required within the limits of design. Efficient plant operation is possible only when the operator is fully conversant with the equipments and function of each unit.

The sewage treatment system shall consist of the following units:

PUMPING STATION

- ***Inlet chamber***
- ***Screen chamber***
- ***Raw sewage sumps***

STP

- ***Inlet Chamber***
- ***Medium Screen Channels***
- ***Grit Distribution Channel***
- ***Grit Inlet Channel***
- ***Grit Chamber***
- ***Parshall Flume***
- ***Aeration Basin Influent Channel***
- ***Aeration Tank (Biological Process System)***
- ***Anaerobic Zone***
- ***Anoxic Zone***
- ***Aerobic Zone***

- ***MLR Pumps***
- ***Aeration Basin Effluent Channel***
- ***Secondary Clarifier***
- ***Return Activated Sludge Pumps***
- ***Chlorine Contact Tank Influent Channel***

- ***Chlorine Contact Tank***
- ***Chlorine Contact Tank Effluent Channel***

- ***Plant Drain Wet Well***
- ***Plant Water Sump***

Sludge Treatment System

- ***Sludge Thickener***
- ***Dilution Water Sump***
- ***Thickened Sludge Pumps***
- ***Sludge Storage Tank***
- ***Centrifuge Feed Pumps***
- ***Centrifuge***

FUNCTIONAL GUARANTEE OF THE PLANT

This document sets out the functional guarantees required to be provided by the Bidder for assessing the performance of the Works. These guarantees shall be used by the Employer to evaluate Bidder' satisfactory performance during the Operation and Maintenance period.

2 Functional Guarantees

2.1. Effluent and Sludge Quality

FUNCTIONAL GUARANTEES OF THE PLANT ELECTRICAL LOAD

Item	**Item Guaranteed not-to-exceedenergy usage under designaverage influent sewageflow and BOD conditions,** U_D **(kWh per month)**	**Guaranteed not-to-exceedenergy usage under actualmonthly average influentsewage flow and BODconditions, to be calculated performula below** U_A **(kWh per month)**
90 MLD STP	17,37,446 kwh/Month	$U_A = U_D \times \frac{Q_A + Q_A \times S_A}{Q_D + Q_D \times S_D}$

The following symbol definitions shall apply to the subsequent clauses of this schedule:

U_D = Guaranteed not-to-exceed energy usage under design average influent sewage flow and BOD

conditions, (kWh per month) (For STP **U_D**= 17,37,446 kwh/MonthKWH**)**

U_A = Guaranteed not-to-exceed energy usage under actual monthly average influent sewage flow

and BOD conditions, to be calculated per the formulae provided in subsequent clauses (kWh per month)

Q_D = Design average influent sewage flow specified in bid documents (MLD) (**Q_D = 90 MLD)**

S_D = Design average influent sewage BOD concentration specified in bid document **(S_D = 350 mg/L)**

Q_A= Monthly average of actual metered influent sewage flow (MLD)

S_A = Flow-weighted monthly average of actual measured influent sewage BOD concentrations(mg/L)

2.3Electrical Energy Usage

The Bidder guarantees that the electrical energy usage of various components of the Works will not exceed the values listed in the table below, as demonstrated by the Tests after Completion and throughout the Operation and Maintenance Period. The actual electrical energy usage shall be directly metered and compared to guaranteed numbers on a monthly average basis.

Power Consumption: Excess consumption of electrical energy for Operation and Maintenance of the constructed works for each STP under the Contract	Damages payable by Contractor to Employer on a monthly basis shall be equal to the actual cost of the excess energy used for Operation and Maintenance of the works for each STP under the contract, based on the guaranteed consumptions provided by the Contractor under the relevant Technical Schedules in Section 6 and the current rates charged to the Employer for electricity consumed. Such payable will be assessed for each month during the O&M period in which the actual power consumption exceeds the guaranteed power consumption as calculated

Penalties of Non-Compliance of Parameters

<table>
<tr><td>Effluent Quality: Failure to achieve the specified effluent quality requirement at the at outlet of the chlorine contact tank during the Operation & Maintenance (O&M) period</td><td>Performance Damages: As percent of the O&M Monthly payment (or, for contracts with more than one STP, as Percent of the STP O&M Monthly payment for each STP that fails to pass the Tests during O&M period for additional “quantum” (as defined below) of the effluent quality parameter, or part thereof, beyond the specified maximum concentration, present in the actual effluent produced during the Tests on Completion:</td></tr>
<tr><td>Parameter Specified Maximum Concentration</td><td>Percent of (STP) O&M Monthly Payment For Each additional or part of parameter</td></tr>
<tr><td>BOD 10 mg/l
TSS 10 mg/l
TN 1 mg/l
TP 1 mg/l
Total coliform 230 MPN/100 ml</td><td>2% 2 mg/l BOD
2% 1 mg/l TSS
2% 0.2 mg/l TN
2% 0.2 mg/l TP
2% 5 MPN/100 ML Total Coliform</td></tr>
<tr><td></td><td>For a given STP, Performance Damages shall not exceed 5% of that STP’s STP O&M Contract Price. However, if more than one STP fails the Tests on Completion, then the 5% Performance Damages limit shall apply separately to each STP. Further, all remedies other than performance damages, including but not limited to construction of additional facilities, additional equipment and repair and/or replacement of the installed equipment shall continue to be fully available to the Employer, and the Employer may choose to invoke any or all of them at and time in accordance with the terms of the contract.</td></tr>
<tr><td>Power Consumption: Excess consumption of electrical energy for Operation and Maintenance of the constructed works for each STP and ISPS under the Contract</td><td>Damages payable by Contractor to Employer on a monthly basis shall be equal to the actual cost of the excess energy used for Operation and Maintenance of the works for each STP under the contract, based on the guaranteed consumptions provided by the Contractor under the relevant Technical</td></tr>
</table>

	Schedules in Section 6 and the current rates charged to the Employer for electricity consumed. Such payable will be assessed for each month during the O&M period in which the actual power consumption exceeds the guaranteed power consumption as calculated

SECTION 8:

DRAWINGS

1.Plant Layout (Attached)

2.P and ID

3.HFD

4.Refer Annexure-1- Electrical Load List

SECTION 9:

BILL OF QUANTITIES

(Filledvide Karnataka Public Procurement portal under financial document through work template)

Sl No	Description of item (with brief specification and reference to Book of specification)	Quantity	Unit	Rate in Rs	
				In figures	In words
	Separately Enclosed				
	Total price in figures				
	Total price in words				

Note:

(1) Item for which no rate or price has been entered in will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities (refer: ITB Clause 11.2 and CC Clause 37.2).

(2) Unit rates and prices shall be quoted by the Tenderer in Indian Rupees.

(3) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by quantity, the unit rate quoted shall govern [ITT Clause 24.1 (b)]

SECTION 10:
FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

To: _____ [name of Employer]
_____ [address of Employer]

WHEREAS _____ [name and address of Contractor] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ [name of Contract and brief description of Works] (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Rs._____ [amount of guarantee] [63]_Rupees_____ _____[in words], and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [amount of guarantee][64] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 30 days from the date of expiry of the Defects Liability Period.

Signature and seal of the guarantor _____
Name of Bank _____
Address _____
Date _____

[63] An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract.